

Town and County of Nantucket Select Board • County Commissioners

Jason Bridges, Chair
Matt Fee
Kristie L. Ferrantella
Dawn E. Hill Holdgate
Melissa Murphy



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C. Elizabeth Gibson
Town & County Manager

AGENDA FOR THE MEETING OF THE SELECT BOARD FEBRUARY 9, 2022 - 5:30 PM REMOTE PARTICIPATION VIA ZOOM WEBINAR NANTUCKET, MASSACHUSETTS

YOU TUBE LINK:

https://youtu.be/DIXysB_LluU

ZOOM WEBINAR REGISTRATION LINK TO VIRTUALLY ATTEND MEETING:

https://us06web.zoom.us/webinar/register/WN_Hq55yygdS4GVyWSf_dkwVw

- I. CALL TO ORDER***
- II. SELECT BOARD ACCEPTANCE OF AGENDA***
- III. ANNOUNCEMENTS***
 1. The Select Board Meeting is Being Audio/Video Recorded.
 2. Select Board Announcements/Comments.
- IV. FOLLOW-UP ON COMMENTS FROM PRIOR SELECT BOARD MEETINGS***
- V. PUBLIC COMMENT****
- VI. NEW BUSINESS****
- VII. APPROVAL OF MINUTES AND WARRANTS***
 1. Approval of Minutes of February 2, 2022 at 5:30 PM.
 2. Approval of Payroll Warrants for February 6, 2022.
 3. Approval of Treasury Warrants for February 9, 2022.
- VIII. CITIZEN/DEPARTMENTAL REQUESTS***
 1. Resignation: Planning Board Alternate.
- IX. TOWN MANAGER'S REPORT***
 1. Nantucket Public Schools: Update on Campus-Wide Master Plan.

2. Request to Amend Jetties Beach Concession Lease Agreement for New Roof.
3. Employee Recruitment, Retention and Position Vacancy Updates.

X. SELECT BOARD'S REPORTS/COMMENT

1. Adoption of Revised May 10, 2022 Election Warrant.
2. Committee Reports.

XI. ADJOURNMENT

****Identified on Agenda Protocol Sheet***

SELECT BOARD AGENDA PROTOCOL:

Roberts Rules: The Select Board follows Roberts Rules of Order to govern its meetings as per the Town Code Charter.

Public Comment: Public Comment is to bring matters of public interest to the attention of the Board. The Board welcomes concise statements on matters that are within the purview of the Select Board. At the Board's discretion, matters raised under Public Comment may be directed to Town Administration or may be placed on a future agenda, allowing all viewpoints to be represented before the Board takes action, if any. Except in emergencies, the Board will not normally take any other action on Public Comment in its sole discretion.

To facilitate that any individual who wishes to provide Public Comment has the opportunity and to ensure the ability of the Board to conduct its business in an orderly fashion, the following rules and procedures are adopted consistent with state and federal free speech laws:

- The agenda for regular Select Board meetings will include a Public Comment period at the beginning of the meeting unless there is more urgent business for the Board to take up first. This time is reserved for speakers to address the Board on matters that are not related to any other Agenda item. If a speaker wishes to address the Board on a matter that is related to another Agenda item, the Chair will accept public comment when that Agenda item is reached during the meeting.
- All speakers are encouraged to present their remarks in a respectful manner.
- All remarks will be addressed through the Chair of the meeting.
- The Chair of the meeting may not interrupt speakers who have been recognized to speak, except that the Chair reserves the right to terminate speech which is not constitutionally protected because it constitutes true threats, incitement to imminent lawless conduct, comments that were found by a court of law to be defamatory, and/or sexually explicit comments made to appeal to prurient interests. Verbal comments may also be curtailed if they exceed three (3) minutes and to the extent they exceed the scope of the Board's authority.

Disclaimer: Public Comment is not a time for debate or response to comments by the Board. Comments made during the Public Comment period do not reflect the views or positions of the Board. Because of constitutional free speech principles, the Board does not have authority to prevent all speech that may be upsetting and/or offensive made during the Public Comment period.

New Business: For topics not reasonably anticipated by the Chair 48 hours in advance of the meeting may be brought up for discussion in accordance with the Open Meeting Law.

Public Participation: The Board welcomes valuable input from the public at appropriate times during the meeting with recognition from the Chair at his/her sole discretion. For appropriate agenda items, the Chair will introduce the item and take public input. Individual Board Members may have questions on the clarity of the information presented. The Board will hear any staff input and then deliberate on a course of action.

Select Board Report and Comment: Individual Board Members may have matters to bring to the attention of the Board during a meeting. If the matter contemplates action by the Board, Board Members will consult with the Chair and/or Town Manager in advance and provide any needed information by the Thursday before the meeting and/or schedule the matter for a future Board meeting. Otherwise, except in emergencies, the Board will not normally take action on Select Board Comment.

Approved on February 17, 2021

Erika Mooney

From: David Callahan <david@jordanre.com>
Sent: Monday, January 31, 2022 8:34 PM
To: Erika Mooney; Andrew Vorce; Leslie Snell
Subject: Resignation from Planning Board

I wish to resign from the Planning Board. I will be away for the next 2 meetings and feel it would be good for the Board of Select Persons to appoint someone else.

I gathered little support at the last appointment opportunity from the combined Boards, so it's best that I move on and they get people they support.

Best regards,

David Callahan, CRS, GRI, RSPS, CRB, SFR
Past President & Realtor of the Year Cape & Island Association of Realtors
Jordan Real Estate
8 Federal Street
Nantucket, MA 02554
508 228 4449 x113
508 325 1881 cell
david@jordanre.com
Licensed in the Commonwealth of MA

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Planning Board Alternates (3-yr terms)

Campbell Sutton	Alternate	2022
Stephen Welch	Alternate	2023
David Callahan	Alternate	2024

Select Board
Planning Board Alternate Vacancy Appointment Timeline
As of 2/4/2022

February 4 – Advertise Planning Board Alternate vacancy on Town’s website

February 10 and February 17 – Advertise Planning Board Alternate vacancy in the Inky

February 16 and February 23 – Planning Board Alternate vacancy to be added to Select Board agendas as announcement

February 25 at 12:00 PM – Deadline for submitting applications for Planning Board Alternate vacancy

March 9 and March 16 – The names of applicants who have submitted applications will be read aloud and applications will be included in the Board’s packet.

March 23 – Meeting for applicants to introduce themselves and review their applications; Planning Board Alternate appointment.

NANTUCKET SELECT BOARD

Policy Statement and Procedures for Appointments to Committees, Commissions, Boards Adopted: May 19, 2021

BASIC GOAL

To encourage active citizen participation and involvement in local government affairs by encouraging local residents with expertise, skills, interest, and energy to seek appointment to the Town's Committees, Boards and Commissions. And, to expand the Town's outreach to its citizens to ensure that we engage as many diverse perspectives as possible to build and encourage awareness, understanding and appreciation through a lens of diversity, equity and inclusion.

POLICIES IN SUPPORT OF THE BASIC GOAL

- A. The Town will maintain a recruiting system, known as the Volunteer Talent Bank (Talent Bank), to find and appoint interested local residents who are best qualified by education, training and experience to contribute effectively to the work of the committee, commission or board. To the extent practical, the Select Board shall announce its intention to meet candidates for appointment and allow them to introduce themselves and review their applications no less than two weeks in advance of appointments.
- B. When an announcement is made by the Board regarding any vacancies, the Board will require that applicants file a Committee Appointment application. Following a public meeting with the applicant(s) at which the Board may ask questions, and/or the applicant may ask questions, a candidate shall be selected in accordance with the following procedure:

RECOMMENDED VOTING PROCEDURES FOR ANNUAL APPOINTMENTS

1. The Board reviews a list of openings for annual appointments with a committee appointment timeline in early April.
2. In mid-April, members of committees, commissions, boards whose terms are expiring are notified and asked if they would like to apply for reappointment. Incumbent Committee Interest Forms are mailed to all of these members and they are asked to respond in writing to indicate if they request re-appointment, or not. Incumbents need to meet the same deadlines as listed on the committee appointment timeline.
3. Annual committee openings are advertised in the local newspaper for four weeks, as well as on the Town website. Additionally, the openings are announced at the Board's weekly meetings starting in mid-April through the end of May.
4. Applications will be accepted only by the deadlines outlined in the annual Committee Appointments Timeline for all committees, commission and boards.

5. The Select Board holds two meetings to allow applicants to address the Board and review their applications.
6. Committee appointments are made at the last Select Board meeting of June, which date shall be at least one week after the names and applications of all applicants have been made public.
 - a. At this meeting, the Select Board may appoint, by majority vote, a candidate to fill any seat. Or, the Select Board, at its discretion, may elect to use a paper ballot voting procedure, or vote by e-mail if the Select Board meeting is held virtually.
 - b. The Chair shall ask Board members to submit their written choices for appointment (or to e-mail their choices for appointment to Town Administration in real time if meeting virtually). Each Board member writes their own name on a slip of paper, and then writes down their vote for the applicant(s) and passes their paper ballot directly to the Chair without other members viewing the ballot.
 - c. The Chair reads the paper ballot votes and notes which Board member cast the votes. If meeting virtually, Town Administration staff will read the results into the record, and after announcing how each Board member votes, staff will ask that Board members verbally confirm their votes.
 - d. The candidate(s) with the majority of votes will be appointed.
 - e. Any committee seats not filled will continue to be posted on the Town website and routinely advertised as vacant.

At its discretion, the Select Board may appoint a candidate to any Commission, Committee or Board even if the candidate is not present for the meeting.

RECOMMENDED VOTING PROCEDURES FOR VACANCIES THROUGHOUT THE YEAR

The Board's intent to fill vacancies will be noted on its regular meeting agenda for at least two weeks and applications of prospective candidates will be included in the Board's agenda packet to allow the Board and the public to review the prospective candidates' credentials. The vacancy will also be advertised in the Inquirer & Mirror for a minimum of two weeks as well as on the Town's website. Applications will be accepted only by a certain deadline for all committees, commission and boards.

1. Immediately following a meeting with candidates for appointment, the Select Board may appoint, by majority vote, a candidate to fill any vacancy. Or, the Select Board, at its discretion, may elect to use a paper ballot voting procedure, or vote by e-mail if the Select Board meeting is held virtually.
2. Immediately following a meeting with candidates for appointment, the Chair shall ask

Board members to submit their written choices for appointment (or to e-mail their choices for appointment to Town Administration in real time if meeting virtually). Each Board member writes their own name on a slip of paper, and then writes down their vote for the applicant(s) and passes their paper ballot directly to the Chair without other members viewing the ballot.

3. The Chair reads the paper ballot votes and notes which Board member cast the votes. If meeting virtually, Town Administration staff will read the results into the record, and after announcing how each Board member votes, staff will ask that Board members verbally confirm their votes.
4. The candidate(s) with the majority of votes will be appointed.

At its discretion, the Select Board may appoint a candidate to any Commission, Committee or Board even if the candidate is not present for the meeting.

ADMINISTRATION OF THE VOLUNTEER TALENT BANK

The Town Administration office shall be responsible for the Talent Bank data and all administrative materials, records and processes.

PUBLIC INPUT REGARDING CANDIDATES FOR APPOINTMENT

Any citizen may convey their support or objection of an individual's appointment/ reappointment through written notice to the Town Manager's Office. Town Administration shall forward any written comments concerning appointments/reappointments to the Select Board and to the person cited.

This policy may be amended by the Select Board at any time.



Nantucket Public Schools Campus Wide Master Plan

February 9, 2022



Campus Wide Master Plan Committee

Elizabeth Hallett

Diane O'Neil

Travis Lombardi

Joe Perry

Michael Horton

Mandy Vasil

Evemarie McNeil

Tom Hanlon

Daniel Bartlett

Jana Duarte

Sam Aloisi

Ken Beaugrand

Nat Lowell

Jamie Foster

Logan O'Connor

Vaughan Machado

Ernie Strang

Tom Garrette

Kim Kubisch

Scott O'Connor

Jason Bridges

Mark Willett

Matt Hunt

Scott Capizzo

Richard Webb

Nick Vaughn

John McMeeking

Jennifer Erichsen

David Fredericks

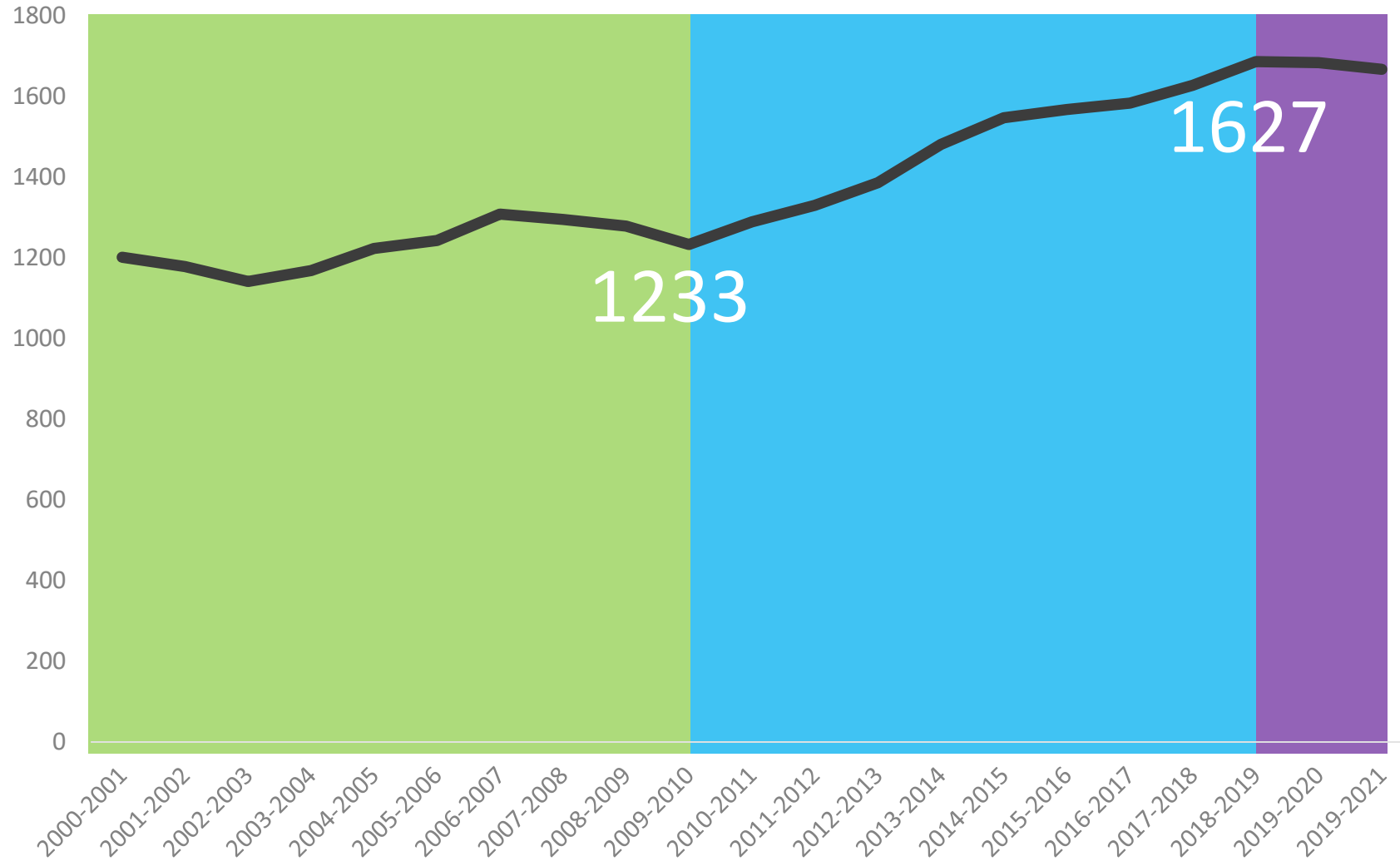
Chip Clunie



Overall NPS Campus Master Plan



Overall Campus Master Plan – Enrollment History



Growth in NPS Athletics

- 1956 - Existing High Schools fields constructed
- 2008 - Backus Lane Fields constructed
- Athletic program growth since 2008
 - Cross Country (NHS and CPS)
 - Girl's Volleyball
 - Boy's Ice Hockey
 - Girl's Hockey
 - Boy's Tennis
 - Girl's Tennis
 - Middle School Football
 - Golf
- **72% athletic participation rate**

*Anticipated athletic program growth with proposed improvements:
Boy's and Girl's Track and Field*



The Need for the Athletic Improvements

OVERALL ATHLETIC PROGRAM NEEDS

- OVERALL NHS PARTICIPATION RATES EXCEED STATE AVERAGES
- CURRENTLY NPS SPENDS OVER \$40,000 EVERY YEAR TO REPAIR /RE-SOD THE FOOTBALL AND SOCCER FIELDS DUE TO OVERUSE
- INCREASED ENROLLMENT AND PARTICIPATION HAS PUT EXCESSIVE USAGE AND PRESSURE ON THE NATURAL GRASS FIELDS



PARKING & SUPPORT FACILITIES NEEDS

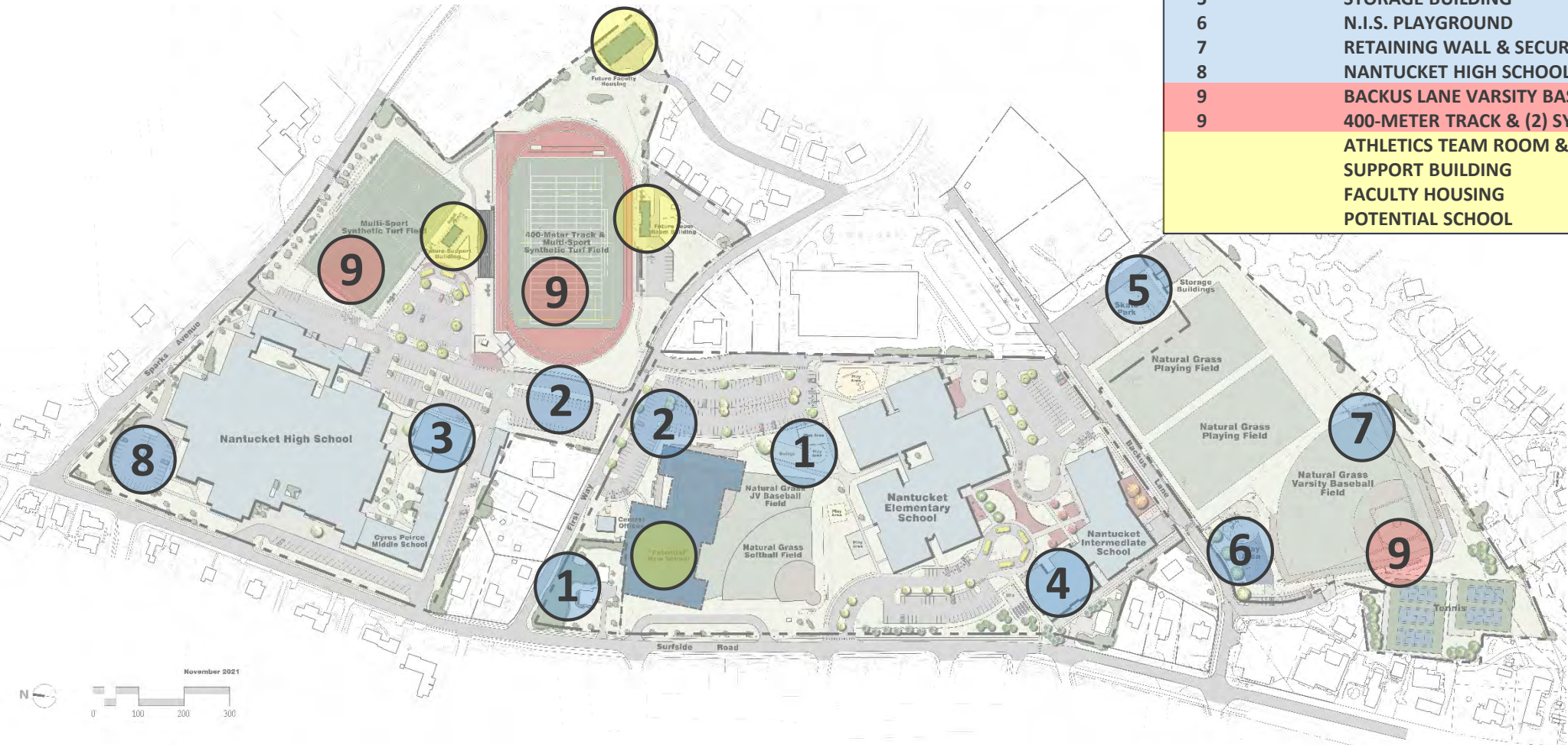
- CONTINUED NEED FOR MORE ON-CAMPUS PARKING

TRACK & GRANDSTAND NEEDS

- NHS IS THE LAST REMAINING PUBLIC HIGH SCHOOL CINDER TRACK IN MASSACHUSETTS & IS NOT CODE COMPLIANT
- THE EXISTING GRANDSTAND DOES NOT MEET CURRENT BUILDING & ACCESSIBILITY CODES (CMR 521, CHPT. 14)

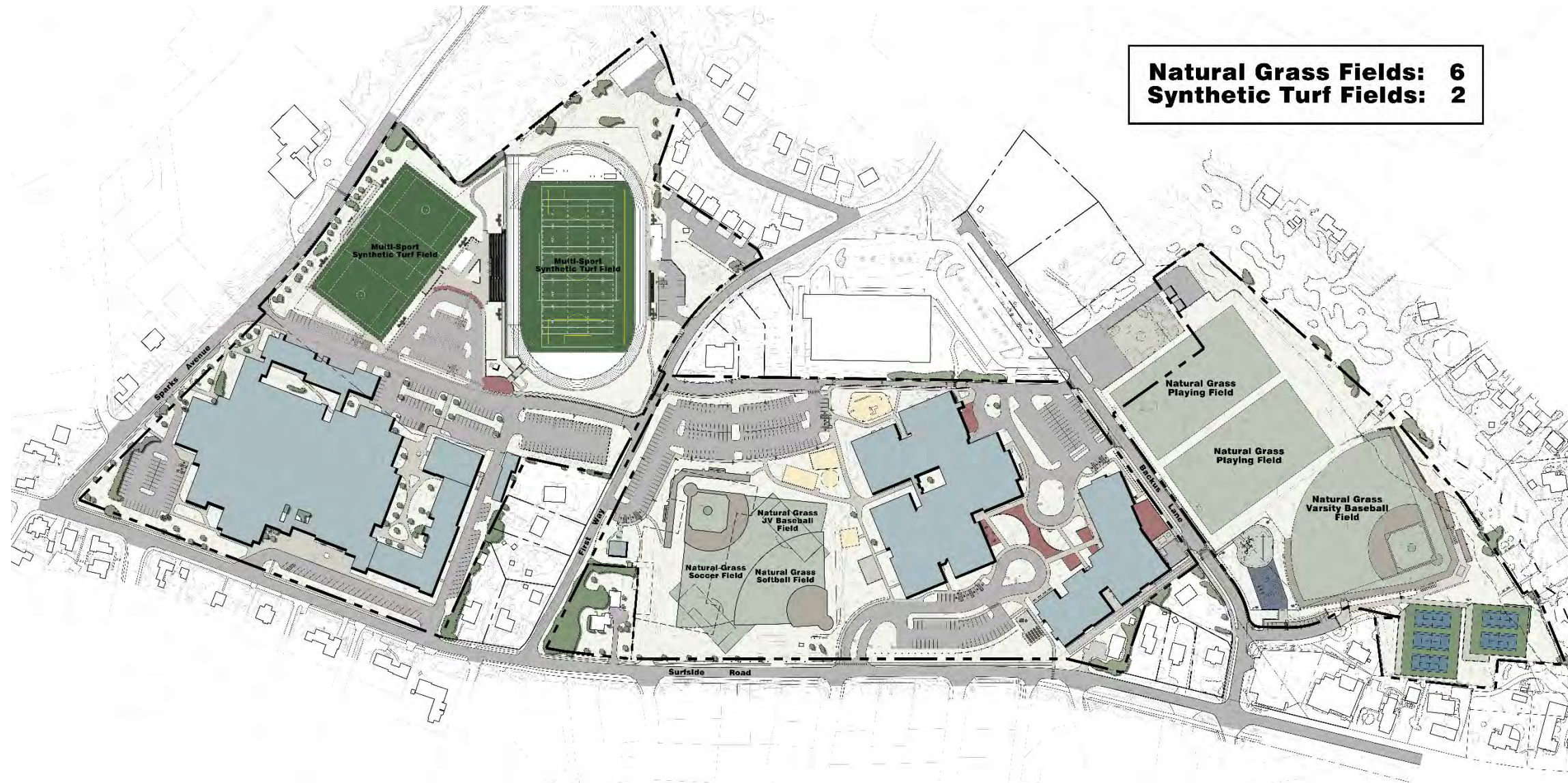


NPS Campus Master Plan Phasing History



PHASE #	PROJECT SCOPE
1	PLAY STRUCTURE, SWINGS, GARDEN RELOCATION
2	CENTRAL PARKING LOT, CONNECTOR DRIVE
3	CYRUS PEIRCE MIDDLE SCHOOL ADDITION
4	NANTUCKET INTERMEDIATE SCHOOL (N.I.S.)
5	STORAGE BUILDING
6	N.I.S. PLAYGROUND
7	RETAINING WALL & SECURITY FENCING @ BACKUS FIELDS
8	NANTUCKET HIGH SCHOOL PARKING IMPROVEMENTS
9	BACKUS LANE VARSITY BASEBALL FIELD & TENNIS COURTS
9	400-METER TRACK & (2) SYNTHETIC FIELDS
	ATHLETICS TEAM ROOM & STORAGE BUILDING
	SUPPORT BUILDING
	FACULTY HOUSING
	POTENTIAL SCHOOL

Athletic Fields



Natural Grass Athletic Fields

CARRYING CAPACITY OF FIELD USAGE

PROPOSED SPORTS/TYPES AND INTENSITIES OF PLAY

SEASON OF PLAY

ATHLETE SIZE AND NUMBERS

FIELD CONSTRUCTION

TURFGRASS CONDITION

MAINTENANCE EQUIPMENT AND BUDGET

SPORTS TURF MANAGERS ASSOCIATION [STMA]

PLAYING CONDITION INDEX [PCI]

ACTIVITY WEAR INDEX [AWI]



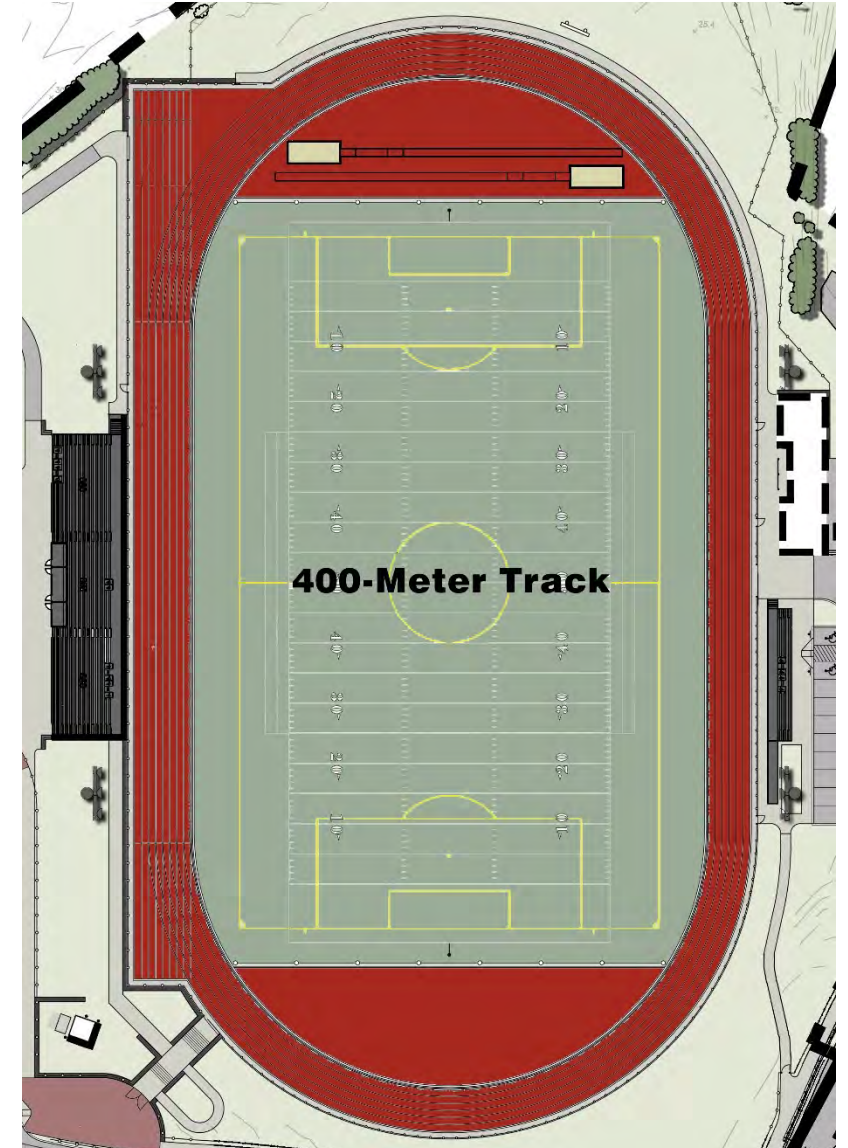
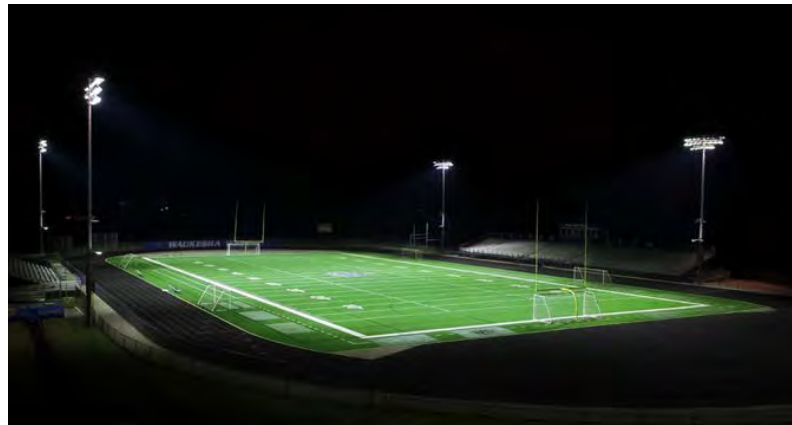
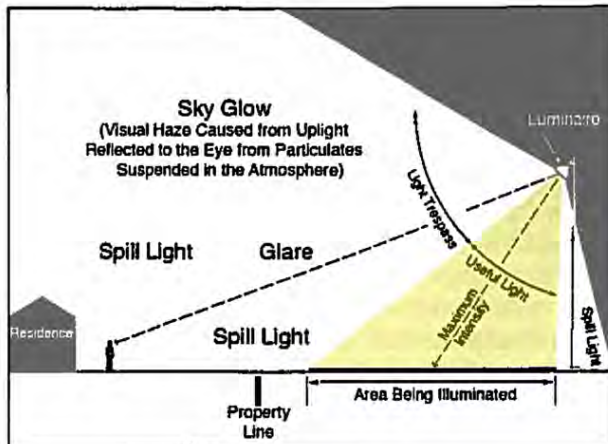
Natural Grass Athletic Fields

- **Current Field Condition: Level 4**
- **Field Construction: 6 months**
- **Grass establishment: takes 18-24 months**

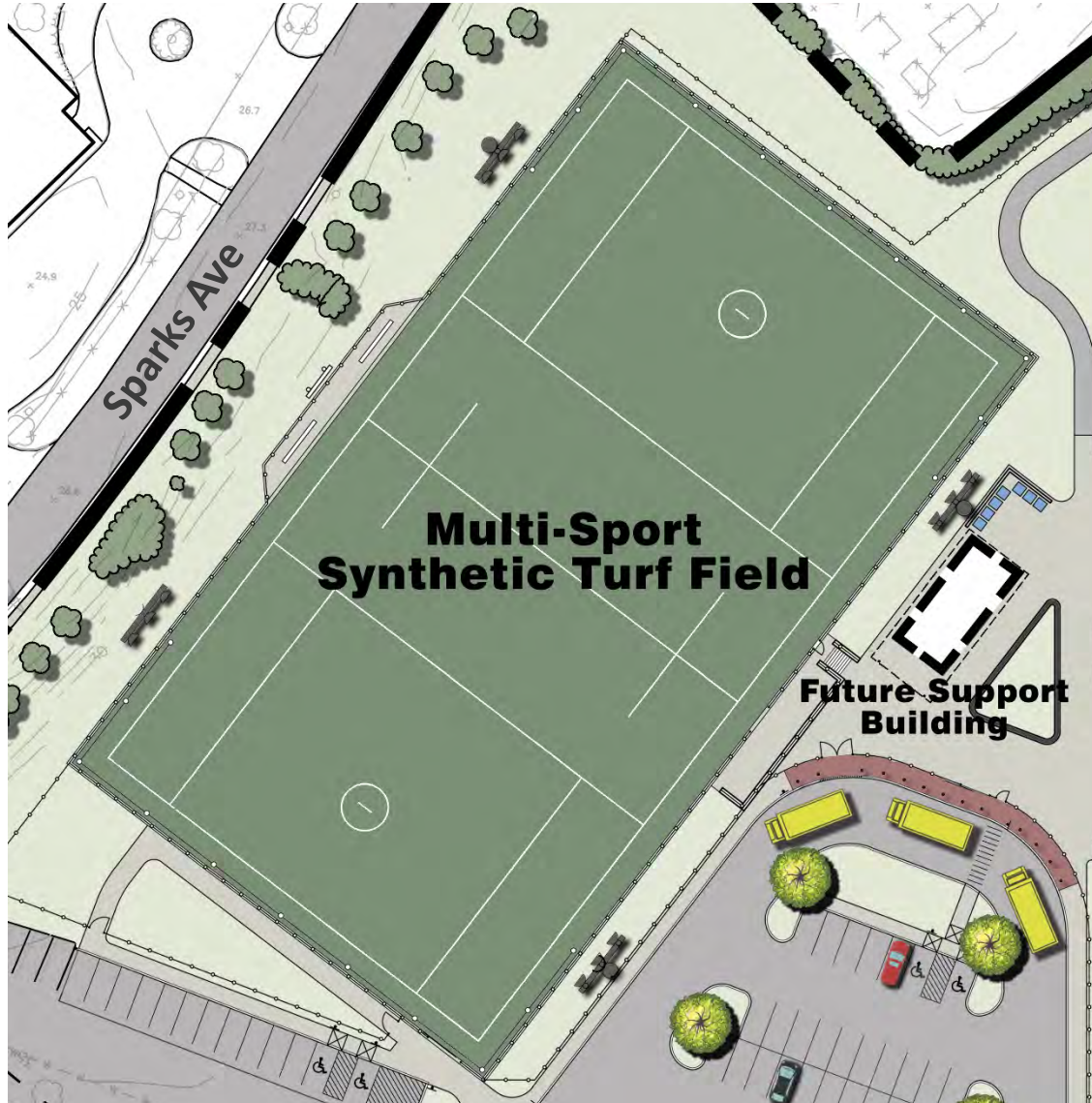


Track and Field #1 Improvements

- 400 Meter, National Federation compliant track venue.
- 6 distance lanes/ 8 sprint lanes in north straightaway.
- Track surfacing system-plant based polyurethane binder.
- Surfaced 'D zones' for jumping events.
- Playing dimensions: 210' x 360' support football, soccer, field hockey and lacrosse.
- Synthetic turf system with underlayment pad and organic infill.
- LED Athletic Lighting upgrades to 30fc, including new poles and improved uniformity.



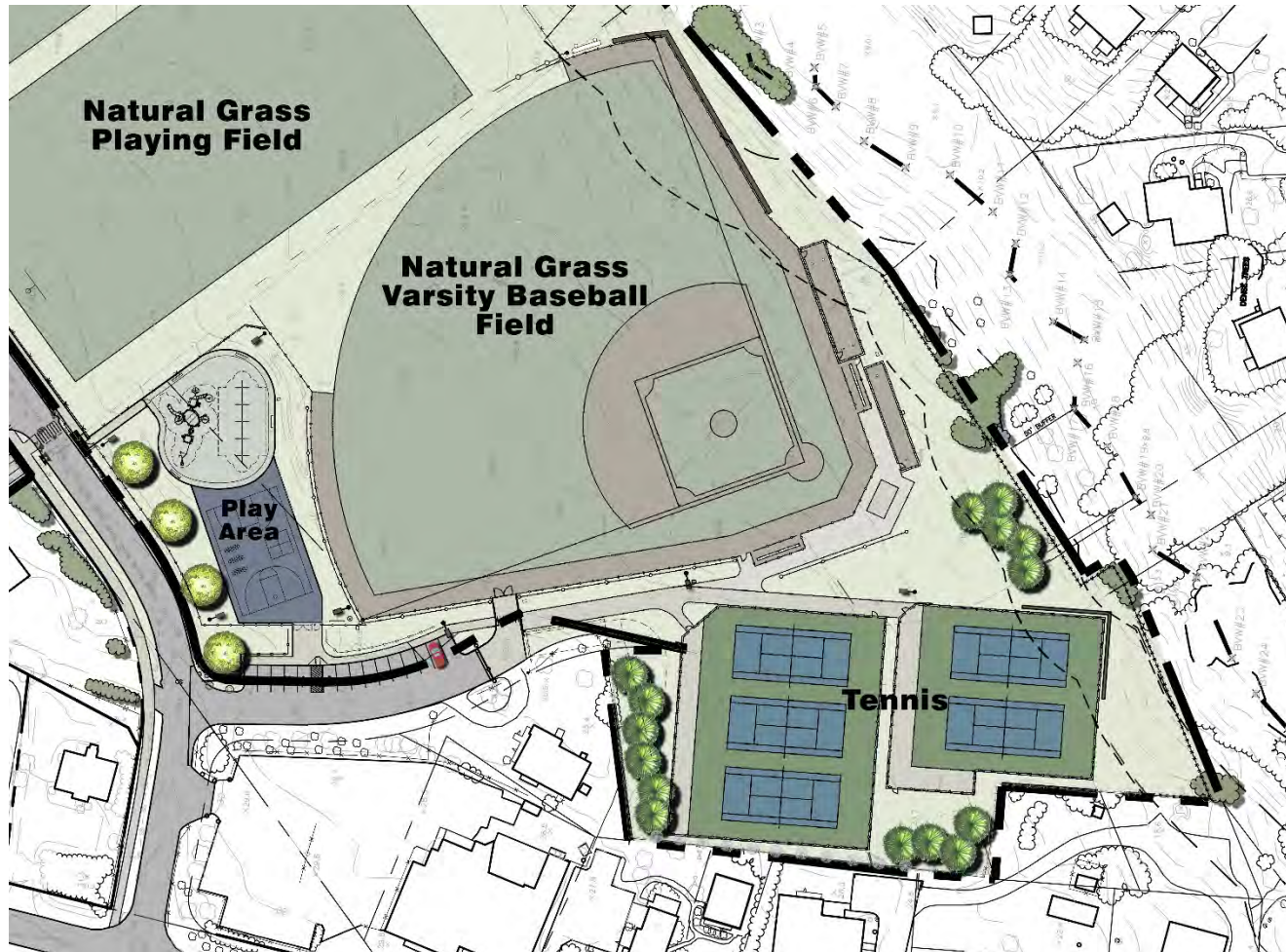
Field #2 Improvements



- Playing dimensions: 210' x 330'.
- Dimensions primarily support field hockey and lacrosse play.
- Permanent inlay markings and logo.
- Enclosed player benches on north side [Sparks Avenue] side of field.
- Spectator seating and sloped viewing areas on south side of field.



Baseball & Tennis Improvements



- Baseball playing dimensions: CF: 325'; RF/LF: 315'.
- Batting cage.
- Double bull-pen.
- Ball safety netting.
- (5) Post-Tensioned Concrete Tennis Courts.
- (15) space parking area.
- Site Security – lighting and cameras.

Martha's Vineyard: Tetra Tech Study

- Same synthetic turf system proposed for Nantucket
- Tested all field components (grass, glue, shock pad and infill) via multiple methods for individual PFAS.
 - Solvent Extraction
 - Synthetic Rainwater
 - Aggressive Oxidation (Draino and heat)

Tetra Tech Conclusions:

- Direct contact exposure: “**no significant risks** from PFAS6 can be identified based on available data and regulatory standards.” “... direct contact exposure to hazardous materials in or from the synthetic field materials are **de minimis**.”
- Leaching: “PFAS6 concentrations in SPLP samples do **not approach current MMCLs or MCP Method 1 GW-1 standards**.” “...the mass of PFAS6 compounds estimated to leach from the proposed synthetic field is **well below the MCP RQ** and likely lower than the regulated PFAS6 compounds within discharge from a residential septic system.”

Weston & Sampson Engineers, Inc. Conclusions:

- **We believe the trace levels of PFAS identified in the synthetic turf system components pose No Significant Health Risk to field users or the environment.**

Proposed and Existing Field PFAS Concentrations

PFAS6 Concentration Summary (parts per billion)

PFAS	Greenfield Turf	Brock Fill In-Fill	Brock Shock Pad	Nantucket Soil 1	Nantucket Soil 2	VTDEC Bkgd (median)	MADEP S-1/GW-1 Leaching	MADEP S-1/GW-2&GW-3 Contact
PFHxS	ND/0.162	ND/0.172	ND/0.576	ND/0.273	ND/0.291	0.120	0.30	300
PFHpA	ND/0.139	ND/0.128	ND/0.430	ND/0.273	EST/0.137	0.190	0.50	300
PFOA	ND/0.129	ND/0.190	ND/0.399	EST/0.091	EST/0.272	0.400	0.72	300
PFOS	ND/0.400	ND/0.369	ND/1.24	0.696	0.399	0.680	2.00	300
PFNA	ND/0.231	ND/0.213	ND/0.714	EST/0.115	EST/0.191	0.160	0.32	300
PFDA	ND/0.206	ND/0.190	ND/0.638	EST/0.208	EST/0.102	0.095	0.30	300
Total PFAS	EST/0.148	EST/0.455	ND/0.399	BOTH/1.49	BOTH/1.85	1.7+	NA	NA

ND – None Detected at Reporting Limit

EST – Estimated Value Below Reporting Limit

BOTH – Includes Both Detected and Estimated Values

Groundwater Monitoring Program

- Determine key locations to collect data that will be viable throughout the project and reflective of discharges from the fields to the environment.
 - existing infrastructure (stormwater basins, drainage swales)
 - installation of groundwater monitoring wells downgradient of existing and new fields and in proposed infiltration areas
- Collect soil, groundwater and stormwater samples at least twice PRIOR to new field construction
 - Pesticides
 - Herbicides
 - Nitrogen series
 - Chloride
 - Sodium
 - PFAS
- Collect groundwater and stormwater samples at least twice DURING AND TWICE / YEAR AFTER construction



Synthetic Turf Recycling

Re-Match Turf Recycling

United States Operations:

- 120,000 SF facility – new construction and renovations
- 400 Stewart Road, Hanover Township, Luzerne County, PA
- Construction start – March, 2022
- Recycling Operations commence Q1, 2023.

- Plant capacity – 250 fields per year; recycled individually
- Upcoming Additional Plants: Europe (2), United States (7), Canada (1)

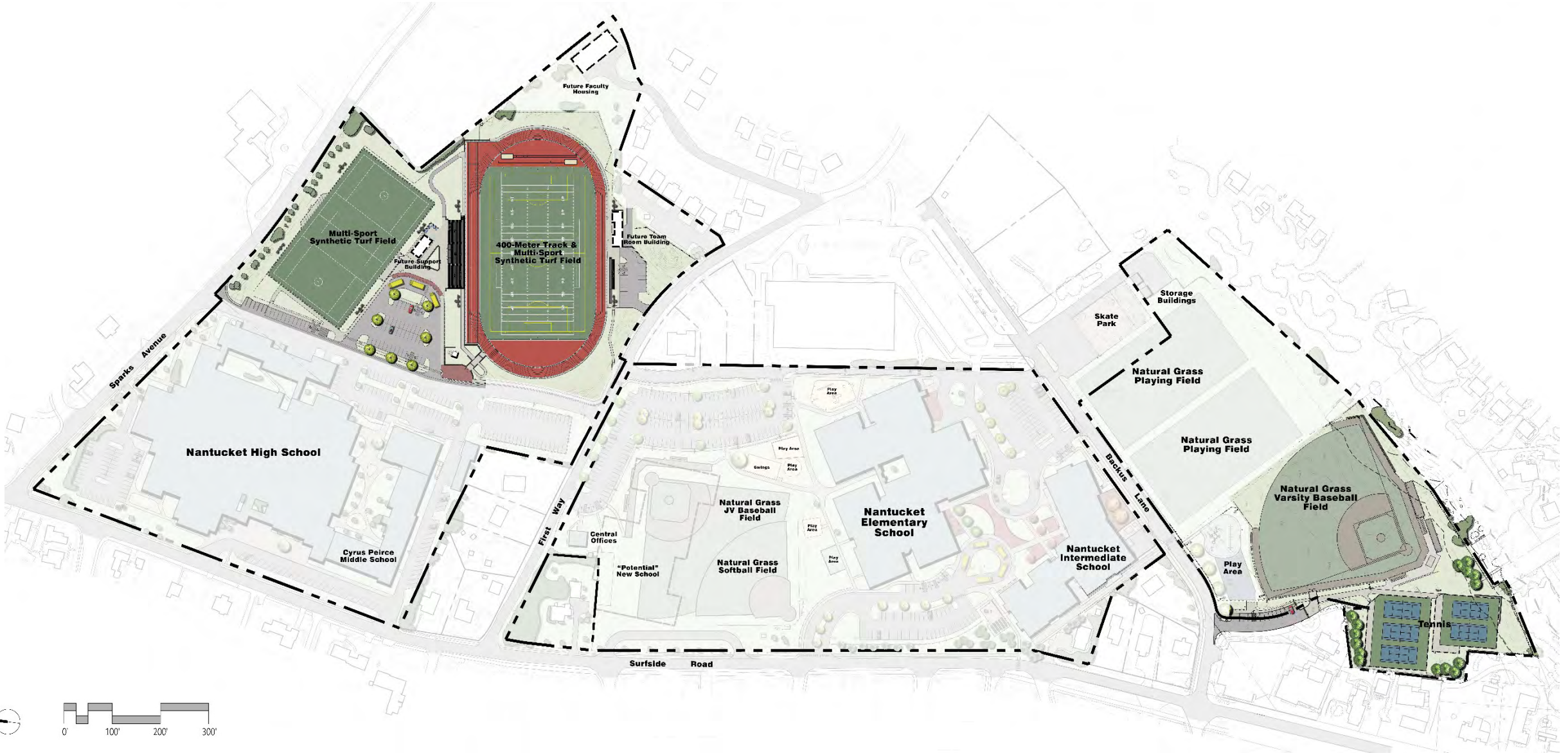
- Recycled Product Uses:
 - Sand - Replacement Fields
 - Golf Courses
 - Infill - Replacement Fields
 - Turf Fiber - Transport Sleeves
 - New Synthetic Turf
 - Reclaimed Plastic Products.



Project Schedule

- | | |
|--|-------------------------------------|
| • Preliminary Design and Estimating | November 2020 – May 2021 |
| • Public Informational Campaign | September 2021 – April 2022 |
| • Town Funding Request Meetings | July – November 2021 |
| • Final Construction Documents and Engineering | September – December 2021 |
| • Project Bidding | January – February 2022 |
| • ATM 2022 | May 2, 2022 |
| • Annual Town Election | May 10, 2022 |
| • Funding Availability | July 1, 2022 |
| • Construction Schedule | |
| • Backus Baseball and Tennis | Summer/Fall 2022 |
| • Track and Fields 1 & 2 | November, 2022 – Spring 2023 |
| • Pressbox and Field Lighting | Spring, 2023 |
| • Site Improvements | Spring, 2023 |

Summary / Discussion





Agenda Item Summary

Agenda Item #	IX. 2.
Date	2/9/2022

Staff

C. Polachi, Manager of Parks and Recreation; P. Berard, Facilities Manager

Subject

Jetties Beach Concession Building Porch Roof Replacement by Concessionaire

Executive Summary

The current contracted concessionaire at Jetties Beach, the Sandbar LLC, is requesting permission to seek appropriate Town approvals (HDC, Building, Parks and Recreation and any others) to construct a fixed wooden roof without fixed sides over the existing elevated wooden open decking area of the concession building at 4 Bathing Beach Road at their own expense per their lease agreement with the Town.

The Sandbar LLC wishes to build this structure under Town Facility Department and Parks and Recreation guidance and has retained the services of a local designer, Vallorie Oliver, to design the structure to specifications of the original [1904 Peabody and Stearns design](#).

The Sandbar LLC understands per their 2022-2026 Lease Agreement with the Town that this roof will become the property of the Town and a permanent asset of the concession building at no cost to the Town through an amendment of their current Lease Agreement. The Sandbar further understands that they will be responsible for maintenance and upkeep of the structure, with Facility Department oversight, for the length of their contract per their Lease Agreement with the Town.

Staff Recommendation

Staff recommends authorizing the Sandbar LLC to seek the appropriate approvals to build a fixed roof without enclosed sides at the 4 Bathing Beach property with their own funds with the understanding that:

- an amendment to the current Sandbar LLC lease agreement is signed and approved prior to any site preparation or construction,
- the Town has oversight of the project to ensure the integrity of the concession building,
- the structure is true to its origins and not enclosed (only removable flaps),
- there is no adverse impact to existing concession building structure as signed-off by the Town's Facility Manager,
- Sandbar LLC obtains all relevant permits at its own expense,

- proper state procurement laws including prevailing wage are followed with oversight by the Town's Chief Procurement Officer,
- the final product becomes a Town asset at no cost to the Town,
- the Sandbar provides a written annual maintenance plan for the new structure approved by the Town's Facility Manager, and
- the Sandbar provides all ongoing maintenance and repairs of the roof per their Lease Agreement.

Background/Discussion

The Jetties Beach "casino" and bathhouses have been an island icon since the early 1900's. Built in 1904 by Clifford Folger the Jetties "casino" was "designed to be two stories, 40 x 20 ft with a "covered piazza 40 x 15 ft on the shore front. The lower floor housed an office, food counter that sold refreshments, and a "waiting room" that could be used by all visitors" according to the [Preservation Institute's 2007 report](#). The concession as we know it today provides enjoyment for locals, tourists and seasonal guests through a lease agreement that is competitively bid every 5 years in accordance with Chapter 30B procurement laws regulating the disposition of real property.

The concession building's two-sided elevated wooden deck is a significant architectural and business element of the beach concession but is subject to inclement weather. HDC records show that on 2/10/2007 the previous concessionaire, J. Thomas Marshall d/b/a The Jetties Restaurant, received approval from HDC to replace an existing blue canvas awning with a fixed metal structure with a parchment-colored canvas awning over it. Repairs to this awning was also approved by HDC in 2012. In 2016 the new concessionaires, Sandbar LLC, purchased this awning system from The Jetties Restaurant as part of the transfer of management. This awning was no match for the elements - despite its high wind rating - and succumbed after several storms, rendering it ineffective and a potential hazard.

The installation of a new awning over this deck was the source of much debate during the most recent RFP process in 2021. The existing awning and the installation of a new awning (by the Town or concessionaire) was discussed at the [2-10-2021](#) and [3-3-2021](#) Select Board meetings. At the time of the RFP process in 2021 the Select Board required the existing awning to be removed and the 2022-2026 RFP bid with no awning, so all potential bidders could bid accordingly.

The current Lease Agreement does allow the installation and maintenance of a shade structure.

The relevant excerpts from the Lease Agreement are in Exhibit A:

Exhibit A – Term Sheet of the current Lease Agreement states:

Deck Awning:

There is no longer an awning structure covering the lower deck seating area. Installation of an awning or any shade system requires written approval by the Town of Nantucket.

Signs and Structures:

Before any temporary or permanent signs or structures (including awnings) are erected the Concessionaire shall first obtain such written approvals as may be required under existing Town regulations including but not limited to a Certificate of Appropriateness from the Historic

District Commission of the Town. The Concessionaire shall then obtain the written permission of the Town of Nantucket.

Ownership:

Any improvements made by the Concessionaire to the Premises during the term of the contract including any structure, fixture or equipment affixed permanently to the premises shall become the property of the Town of Nantucket except as agreed upon in writing prior to installation.

Building Improvement and Consent:

The Concessionaire shall not undertake any improvements to the Premises (including installation of an awning over the deck) without having first received the written consent of the designated contact with the Town of Nantucket. Should the Town of Nantucket consent to such improvements the Concessionaire shall obtain all required permits and present copies of all permits to the Town of Nantucket prior to starting work. Any improvements to the premises shall be completed before May 15th. Should there be an emergency need for improvements after May 15th the Town must be provided with copies of the permits and details of the work. Before any work begins an assessment may be made by the Town of Nantucket based on the current status of the State and Federally listed species and the effect the work may have on their habitat/productivity.

Premises Facility Maintenance:

The Concessionaire should not engage in any facility maintenance or capital improvement project in excess of state procurement thresholds (e.g. M.G.L. Ch. 30 B and Ch. 149) without written approval from the Town.

The Town is responsible for Premises capital projects (over \$50,000). These include code upgrades, major plumbing and electrical/lighting fixes, facility-wide window or screen replacement, painting, roofing, decking, flooring, engineering studies, etc. The Town strictly follows state procurement laws (e.g. M.G.L. Ch. 30B and Ch. 149).

Any equipment affixed permanently to the premises shall immediately become the property of the Town of Nantucket subject only to the Concessionaire's right to use such equipment during the term hereof.

Upon review of the concessionaire's plans, Town staff see no concern to the integrity of the concession building and sees no downside to the installation of a fixed wooden roof structure over the existing deck area as long as all appropriate fees are paid by Sandbar LLC and permits obtained by Sandbar LLC and the Lease Agreement amendment is signed before installation (and as outlined above). Benefits to the Town include:

- Capital improvements of a Town facility paid by the Lessee,
- Improved quality of a Town-owned facility,
- Additional revenue-share to the Town due to less days interrupted by weather,
- Opportunity for local Nantucketers and guests to have a beach venue to visit during less-than optimal beach days.

Impact: Environmental	☐	Fiscal	☒	Community	☒	Other	☐
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Fiscal: Revenue-share receipts per the Lease Agreement are expected to increase with less service interruption; Facility improvement paid by the Lessee; Increased value of a Town property.

Community: Jetties Beach is the Town's largest full-service, lifeguarded public beach and a destination for many locals, tourists and seasonal guests; Allows for more reliable use throughout the summer, regardless of the weather.

Board/Commission Recommendation
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N/A

Public Outreach

N/A

Attachments

- 2022-2026 Jetties Beach Lease Agreement – Sandbar LLC
- Proposed architectural design plans from Vallorie Oliver Design



AGREEMENT BETWEEN THE TOWN OF NANTUCKET AND THE SANDBAR, LLC

THIS AGREEMENT made effective August 4, 2021, by and between the **TOWN OF NANTUCKET, MASSACHUSETTS**, a municipal corporation, acting by and through its Town Administrator, with offices at 16 Broad Street, Nantucket, Massachusetts 02554 (hereinafter called the "TOWN"), and **SANDBAR, LLC** whose principal office address and state of incorporation are as set forth on Exhibit A (hereinafter called the "CONCESSIONAIRE").

General: The Concessionaire is responsible for the Operation of a typical "family-friendly" snack bar, restaurant and retail concession with the ability to have functions in the approved function area after 5pm at Jetties Beach, 4 Bathing Beach Road, Nantucket, MA. The Concession is not allowed to be closed to the public for Private Functions or Private Events in July and August.

The Concessionaire is responsible for the operation of food service in order to offer breakfast (optional), lunch and dinner service. The Concessionaire is also responsible for custodial maintenance of the Maintenance Area, as indicated on Exhibit F. Note: The Maintenance Area is within a traditional habitat area for both State and Federally protected shorebirds as well as the lower parking lot adjacent to the concession. The Town of Nantucket's agent will be the Chief Procurement Officer or his/her Designee.

Concession Premises: The Concession premises (hereinafter called the Premises) shall include the Concession building, Retail Shop, the Bathhouse and the tent function area; beginning at the corner of the concession deck closest to the parking lot walking approximately 180' perpendicular towards the ocean at that point turning west, parallel to the ocean, walking approximately 100' thence turning south heading approximately 180' to the corner to Bathhouse squaring off the parameters of the tent function area as shown in Exhibit F.

A. CONCESSION FEE AND OTHER CHARGES

- 1) **Concession Fee:** The Concessionaire shall propose an annual Fee in the amount set forth on the Bid Form attached to this Request for Proposals as Exhibit B for each occupancy period during the term hereof.

For all days the restaurant is closed to the public for a private event, the concessionaire shall be expected to remain open an extra day at the end of the season (Labor Day) in addition to the normal lease period.

The Annual Concession Fee shall be payable in two equal installments, the first due on or before July 1 and the second due on or before August 1 of each year.

The fee based on the percentage above gross sales of one million dollars (\$1,000,000) shall be submitted to the Finance Department by December 31 along with the audited financial statements.

All applicable Town of Nantucket Event Permitting Fees for Private Events held on the Premises will be paid before the start of each event. This does not include public events approved by the Town for other organizations such as the Annual Nantucket Cottage Boston Pops Event.

The Concessionaire's 10% bid deposit will be credited toward the first payment of the first year's annual concession fee.

- 2) **Security Deposit:** The Concessionaire shall file with the Town of Nantucket a \$5,000.00 security deposit on or before May 1 of the first year of the lease; refundable at the end of the lease term, without interest to the Concessionaire within sixty (60) days, after determination has been made that the Concessionaire has fulfilled all of the terms of the contract and left the premises in adequate condition according to the Town and after presenting proof that all utility payments as well as landfill and sewer fees have been made and no defaults are left outstanding.
- 3) **Utility Payments:** The Concessionaire shall pay all water, power, gas, sewer, landfill, oil and telephone costs incidental to its operation hereunder. This obligation includes but is not limited to payment of water and electric bills, Landfill and Sewer User Fees for both the Concession and the Bathhouse portions of the premises. The Concessionaire is also responsible for turning on and turning off of all utilities and any and all utility deposits required doing so. The Concessionaire shall present proof of payment of all utilities to the Town of Nantucket within thirty days of closing for the season. Should proof of payment not be presented the Concessionaire shall be considered in default and the Town of Nantucket has the right at its discretion to pay any outstanding amounts from the security deposit as stated in Section A3 above.
- 4) **Other Fees and Utilities:** The Concessionaire shall also be responsible for all licensing fees as determined by the Town, all utilities, small and large event permitting fees, entertainment or pouring licenses, and all other costs associated with the operation of the Premises including events; including any additional fees brought on by the presence of listed shorebirds and the protection plan implemented by the Town of Nantucket's Endangered Species Program, through the Beach Management Plan. Those items specifically provided herein are excluded.

B. TERM

- 1) **Lease Term:** Five years beginning January 1, 2022 and expiring on December 31, 2026.

- 2) **Operation Dates:** Successful bidder shall be permitted to occupy the Premises only during the Occupancy periods, which run from the second weekend in May through the Monday after Columbus Day each calendar year.

C. CONCESSIONAIRE'S OBLIGATIONS

- 1) **Concession Facility:** Concessionaire agrees to operate a concession facility of a typical beach "family-friendly" snack bar restaurant and a small retail business in accordance with the applicable rules and regulations and to obtain appropriate licenses before operating the facility and presenting the Town of Nantucket with the same. Retail sales are required in the Retail Shop. The Concessionaire is responsible to offer food service in order to offer breakfast (optional), lunch and dinner service. The concessionaire shall operate the premises so as to enhance the public's use and enjoyment of the adjacent public beach facility and in the best interest of the Town of Nantucket. The Concessionaire is responsible for compliance with all laws and regulations applicable to the operation of the premises, including but not limited to compliance with applicable ADA regulations. "Family-friendly" includes but is not limited to such elements as a Children's Menu; no cover charges; picnic tables and casual furniture with no abundance of couches and lounge furniture; no over-crowding of furniture on the patio or beach to allow for a more open and relaxing atmosphere leaving room for the public to set up beach chairs to enjoy the sand; unamplified music indoors only; non-club hours (8:00 am to 10:00 pm); and no more than fifteen (15) permitted events per season (May-October), which includes no more than four (4) private events that close down the Concession to the public. These fifteen permitted events do not include events permitted by the Town for other organizations such as the Nantucket Cottage Hospital's Boston Pops, the Nantucket Triathlon, the Opera House Cup, the Swim Across America, etc.
- 2) **Private Functions/Special Events:** No Private Functions or Private Special Events resulting in the closure of the Concession shall occur in July and August. No closing of the Concession and Retail Shop in July and August except for the Nantucket Cottage Hospital Boston Pops Event or extreme weather-related instances. Events will be limited to under 250 people per Event in July and August, with the exception of the Fourth of July Fireworks Event and the Nantucket Cottage Hospital Boston Pops Event. Tented events are not permitted in July and August unless tents do not obstruct the view from the Concession Facility as approved by the Town. Private Functions or Private Special Events may occur however Concession operations cannot be interrupted. Concessionaire is subject to the published Event Permitting Fees for Special Events (under 250 persons) and Public Assembly Events (over 250 persons) for any Private Function or Special Event on the Premises. In the shoulder months (May, June, September and October) only four (4) Private Functions or Private Special Events that close the Concession operations to the public are allowed in total during these months. The Concessionaire may have additional Events under 250 persons each in the shoulder months as long as the Concession operations are not closed to the public.

Prior to holding any Private Function, Special Event or Public Assembly Event, the Concessionaire shall obtain in writing approval from the Town of Nantucket and the Events

Manager. A list of upcoming events, as well as completed Beach Event Forms (Exhibit C) must be submitted to both the Events Manager and the Chief Procurement Officer by May 1st. Any additional events after May 15th will require a Beach Event Form to be completed and submitted to the Town of Nantucket as soon as the event is scheduled. The Town of Nantucket shall have full discretion to deny permission to hold any Private Function, Special Event, or activity.

Should the Town of Nantucket approve such a function all of the following conditions must be met:

- a) If a fire on the beach is planned the Concessionaire must obtain a permit from the Fire Department. A copy of the permit will be give to the Town of Nantucket prior to the day of the function.
 - b) Concessionaire will be responsible for compliance with all Massachusetts, County and Town laws regulations and ordinances governing noise.
 - c) Private functions at the concession will be held in the premises only as shown on Exhibit F and not on the remainder of the beach or dunes. The Town of Nantucket's policy is to disallow private functions on the remainder of the property.
 - d) Section C 2 Private Functions may be overridden by the additional provisions of this lease. Not any other part of the lease is affected by any such changes.
 - e) A completed copy of the Beach Event Form (Exhibit C) must be submitted to the Events Manager and the Chief Procurement Officer.
 - f) Depending on the status of the State & Federally listed species and after the review of the Town, the Concessionaire may be required to hire monitor(s) through the Town's Endangered Species Program. If the hiring of monitor(s) is deemed necessary, a completed Detail Form must be completed and submitted to the Events Manager before the event (Exhibit D)
- 3) **Public Restrooms, Bathhouse and Shower facilities:** All areas designated as Public Restrooms, Bathhouse and Shower facilities shall be available as such for the public's use. At a minimum when the concession is not in operation the Concessionaire shall operate the Bathhouse, toilet and shower facilities between the hours of 9:00 am and 5:30 pm seven (7) days per week from the second weekend in May through Columbus Day Weekend each year. Concession operating hours may be different than the Public Restroom, Bathhouse and Shower Facilities hours above, however the Concessionaire shall open the Bathhouse and toilet facilities at all times while the concession is operating. The Town of Nantucket reserves the right to open and staff the toilet facilities only at other hours for special events. Toilet room facilities must remain open even in inclement weather. The Concessionaire shall be responsible for the cleanliness of the Public Restroom facility and area surrounding the Public Restroom facility.
- 4) **Kitchen Equipment:** The Concessionaire shall provide and install all kitchen equipment and food and drink equipment not already provided by the Town of Nantucket. List of current assets is provided in Exhibit G. Any purchase of equipment by Concessionaire from previous Concessionaire would be a private agreement and is not part of the contract for the facilities. Concessionaire is responsible for maintenance; replacement and removal of his/her

own equipment. Any equipment affixed permanently to the premises shall immediately become the property of the Town of Nantucket subject only to the Concessionaire's right to use such equipment during the term hereof. The Concessionaire is responsible for preventive maintenance for the equipment provided by the Town of Nantucket. In addition, the Concessionaire agrees to perform annual maintenance prior to closing the building each fall. A schedule of the minimum annual maintenance requirements is attached hereto, and incorporated herein, marked Exhibit G. Any such equipment remaining after the expiration of this contract shall, at the option of the Town of Nantucket, either become the property of the Town of Nantucket or be removed and disposed of by the Town of Nantucket at the expense of the Concessionaire. The Concessionaire shall not use the kitchen as a commercial kitchen for off-premise catering services such as for a mobile food unit. On-premises catering is allowed when the restaurant is closed to the public for approved and permitted Private Event Functions.

- 5) **Custodial Services:** The Concessionaire shall clean the restrooms as often as required to maintain them in a condition satisfactory to the Town of Nantucket. The Concessionaire shall supply and maintain paper, soap and supplies as needed.
- 6) **Maintenance:** The Concessionaire shall provide all custodial maintenance inside the buildings and outside the buildings in the Maintenance Area indicated on Exhibit F, policing the beach and parking areas at least twice daily to keep it free of all litter and other trash generated by the patrons of the beach. All rubbish/trash collected by the Concessionaire or generated from the concession's operation will be secured, removed from the beach and disposed of at the Concessionaire's expense including landfill fees. The Concessionaire is responsible for repairing and maintaining any and all windows and door screens and must inform the Town of Nantucket immediately of any and all repairs so made. The Concessionaire will be required to provide a work order for all exterior and structural repair work to be performed by the Town of Nantucket. Once a pair of potentially nesting listed shorebirds has been recognized, all cleaning of the beach's litter must be done by hand. NO beach raking will be permitted until the status of the State and Federally listed shorebirds has been examined by the Town and has been deemed permissible. Removal of the wrack line by hand or machine is prohibited. The Town is responsible for beach raking. All repairs, maintenance construction, power washing, or any other action that may involve excessive noise must be completed prior to April 15th
- 7) **Signs and Structures:** Before any temporary or permanent signs or structures are erected the Concessionaire shall first obtain such written approvals as may be required under existing Town regulations including but not limited to a Certificate of Appropriateness from the Historic District Commission of the Town. The Concessionaire shall then obtain the written permission of the Town of Nantucket.
- 8) **State and Federally Protected Species:** The Concessionaire must be aware that Jetties Beach is a known traditional habitat area for State and Federally listed species, such as the Piping Plover. Such listed species are protected under the Endangered Species Act and are monitored and protected by the Town of Nantucket's Endangered Species Program. The Town's Endangered Species Program is based on set State and Federal Guidelines. Failure

to follow the rules, regulations and guidelines created by the State and Federal Government and implemented by the Town of Nantucket's Endangered Species Program may result in the potential closure of Jetties Beach. The Concessionaire is required to abide by all rules and regulations set forth regarding the "State and Federally listed species" and therefore must notify the Town of any "Private Function, Special Event or Activity" as soon as they are scheduled and no later than one week in advance of the event. See Exhibit D.

- 9) **Alcoholic Beverages:** In accordance with Section 54-1C of the Nantucket Code, the Town of Nantucket hereby grants its consent to the Concessionaire to serve alcoholic beverages for possession and consumption on the premises subject to the following condition:
- a) Concessionaire must obtain a liquor license from the Nantucket Board of Selectmen in accordance with all local, state and federal rules and regulations.
 - b) The area of the Premises in which alcoholic beverages will be served and consumed shall be limited and clearly delineated to the satisfaction of the Town of Nantucket. Appropriate precautions shall be taken to assure that alcoholic beverages are not consumed outside the premises.
 - c) The Concessionaire will be responsible for compliance with all Massachusetts and Nantucket laws, regulations and ordinances governing the serving and consumption of alcoholic beverages on the premises including the consumption of alcoholic beverages by minors.
 - d) Alcohol may only be served as indicated on the Concessionaire's liquor license.

If it is the intent of the successful concessionaire to extend the liquor license hours they will be required to obtain Board of Selectmen approval.

- e) The Concessionaire shall hire a police detail for any private function at which alcohol will be served where more than 150 persons are expected to attend. The cost of such police detail will be paid by the Concessionaire or the sponsor of the function.
- f) The Concessionaire hereby agrees to indemnify and hold harmless the Town and County of Nantucket and all of their officials, members, officers, employees and agents from any and all claims arising out of the sale or consumption of alcoholic beverages on the premises and all other costs (including legal fees) related thereto. The Concessionaire will maintain liability insurance with respect to the serving of alcoholic beverages as required by the laws and regulations of the Commonwealth of Massachusetts and the Town and County of Nantucket. All Such policies of liability insurance shall name the Town and County of Nantucket and all other indemnified parties as additional insured parties under the policy. The Concessionaire shall deliver written proof of such insurance, by a certificate of insurance or otherwise as required by the Town, to the Town's designee on or before March 1 of each year during the term herein.
- g) Such provisions are subject to review, modification or termination by the Town of Nantucket at its sole discretion at any time.
- h) Tents set up on the beach portion of the premises cannot be set up until the day of the event for which they are being used and must be removed by Noon on the day after the event without written approval by the Town of Nantucket. Problems with this provision should be brought to the attention of the Town of Nantucket at least one week prior to the

event if not previously addressed during the permitting process. Before erecting or removing a tent and/or floor on Jetties Beach, the Events Manager and the Chief Procurement Officer must be notified of the size of the tent(s), the times and the date(s). If the Town feels it is necessary, the Concessionaire will hire monitor(s) through the Town's Endangered Species Program to be present during both the erection of the tent and/or floor and the removal. Failure to contact the Town regarding a tent and/or floor may result in the loss of future tent/floor use.

11) **Use for dwelling purposes:** The Concessionaire is expressly prohibited from using any part of the premises for dwelling purposes except upon the following terms and conditions:

- a) Only that portion of the second floor of the main building known as the apartment ("Apartment") may be used for dwelling purposes and may be so used only by the Concessionaire or employees of the Concessionaire during the period of Occupancy if approved by the Town. If allowed to be used by the Concessionaire, immediate family only may enter the Apartment two weeks prior to the occupancy period or two weeks prior to opening the concession whichever is later for the sole purpose of preparing the buildings for the summer season. The Concessionaire with immediate family only may remain in the Apartment for up to two weeks after the occupancy period or two weeks after closing the concession whichever is earlier for the sole purpose of closing and winterizing the buildings.
- b) Use of the Apartment is specifically restricted to a single-family occupancy with the number of occupants allowed determined by the Nantucket Building Inspector.
- c) Leasing of the Apartment or rooms or space to transients or in any temporary basis is strictly prohibited.
- d) The Apartment may not be sublet.
- e) Occupancy of the Apartment for dwelling purposes may commence only after it has been inspected and approved by the Nantucket Building Inspector. Concessionaire shall be responsible for requesting this inspection by the Nantucket Building Inspector and for complying with all required safety requirements. The Nantucket Building Inspector shall have the right from time to time and upon reasonable notice to the Concessionaire to inspect the premises to see that all terms and conditions of these specifications are being met.
- f) No structural changes or improvements may be made to the Apartment by the Concessionaire without written consent of the Town of Nantucket. Any improvements made to the Apartment including those necessary to meet building codes are the sole responsibility of the Concessionaire.

12) **Beach Access:** The Concessionaire will contact the Town of Nantucket if he/she requires vehicle access to the beach. The Town of Nantucket may deny access to the beach for motorized vehicles at the Town's discretion.

13) **Tennis Courts:** The Town of Nantucket reserves the right to sell liquid refreshments at any Town of Nantucket facility located at Jetties Beach Tennis Courts.

- 14) **Hospital Event:** The Nantucket Cottage Hospital will have the use of the beach and the concession for two days during the summer to use for a major fund raiser. The Town of Nantucket will be responsible for providing the Concessionaire with up to three alternate dates for this event six months prior to the date of the event and providing the concessionaire the final date and dollar amount of compensation to be paid to the Concessionaire at least six months prior to the event. The Concessionaire can charge up to but no more than twenty-five thousand dollars (\$25,000) to the Nantucket Cottage Hospital for disruption of operations during this time.
- 15) **Fourth of July Fireworks:** The Town has discretion to schedule this event at Jetties Beach at any time from July 1 through July 6 weather dependent. Concession operations are not required to be closed during this event and are encouraged to stay open to serve the public during this event. The Town of Nantucket will not reimburse the Concessionaire for disruption of services for this event.
- 16) **Boardwalk/Mobility Mat:** The Boardwalk/Mobility Mat will be installed each season by April 15th by the Department of Public Works in concert with the Town of Nantucket. The Boardwalk/Mobility Mat will be placed to the far right, between the leased area and the parking area, and will be flush with the sand. The Boardwalk/Mobility Mat will remain in place for the summer season. The only event for which the Boardwalk/Mobility Mat may be moved is the Hospital Fundraiser. Problems with this provision should be brought to the attention of the Town of Nantucket at least 48 hours prior to the event.
- 17) **No Pets** - The Concessionaire and/or its employees are prohibited from bringing his/her pet(s) to work.
- 18) **End of Season Inspection:** The Concessionaire shall schedule with the Town of Nantucket a date and time for the end of season inspection. The purpose of the inspection is:
- a) To ascertain any and all repairs necessary prior to opening for the upcoming season.
 - b) To make sure the premises are clean & all items are secured prior to closing for the season.

D. IMPROVEMENTS

- 1) **Consent:** The Concessionaire shall not undertake any improvements to the premises without having first received the written consent of the Town of Nantucket. Should the Town of Nantucket consent to such improvements the Concessionaire shall obtain all required permits and present copies of all permits to the Town of Nantucket prior to starting work. Any improvements to the premises shall be completed before April 15th. Should there be an emergency need for improvements after April 15th the Town must be provided with copies of the permits and details of the work. Before any work begins an assessment may be made by the Town of Nantucket based on the current status of the State and Federally listed species and the effect the work may have on their habitat/productivity.

- 2) **Ownership:** Any improvements made by the Concessionaire to the premises during the term of the contract including any structure, fixture or equipment affixed permanently to the premises shall become the property of the Town of Nantucket except as agreed upon in writing prior to installation.

E. INSURANCE

Insurance: The Concessionaire will maintain insurance as listed below and will deliver certificates to the Town of Nantucket, on or before March 1 of each year during the term, stating this insurance is in force, in any calendar year for the duration of this Agreement before he enters the premises:

- 1) **Worker's Compensation:** Worker's Compensation insurance in accordance with Massachusetts General Laws Chapter 152, as amended.
- 2) **Liability:** Comprehensive General Liability insurance including products liability for a combined single amount of \$2,000,000. This policy must have as one of its terms a provision that the Town and County of Nantucket and its Town of Nantucket are additional insured parties. A copy of this policy showing the Town as an additional insured is to be provided to the Town of Nantucket annually on or before March 1. Such policy must also contain a provision that the Town of Nantucket will be provided with ten (10) days written notice by the insurer of any intent to cancel or a determination that such insurance will not be renewed.

F. OPERATING HOURS

- 1) **Concession, Restrooms and Bathhouse Facilities:** The Restroom, Shower and Bathhouse Facilities shall be operated between 9:00 am and 5:30 pm seven (7) days per week from the second weekend in May through the Monday of Columbus Day Weekend. Concessionaire must ensure the cleanliness of the Premise including the Bathhouse and Concession Bathrooms in a condition satisfactory to the Town.

At a minimum, the Concessionaire shall operate the Concession between the hours of 10:00 am and 5:00 pm seven (7) days per week from the third week in June through Labor Day Weekend.

Additional Concession operating hours in May, June, September and October are preferred but not required. Concession operating hours in May and June and after Labor Day through Columbus Day in conjunction with operations of the restaurant and bar are encouraged.

The Concessionaire may offer breakfast service which will require expanding the hours of Concession and Restroom and Bathhouse operations. The Town of Nantucket agrees to support expansion of the hours of operation necessary to provide breakfast and/or dinner service at the discretion of the Concessionaire. The Concessionaire may extend or reduce the hours of operation subject to the written approval of the Town of Nantucket.

In the event of the beach being unoccupied and closed due to inclement weather the Concessionaire may close after notifying the Town of Nantucket (Event Manager and/or Chief Procurement Officer). For all days the restaurant is closed to the public for a private event, the concessionaire shall be expected to remain open an extra day at the end of the season (Labor Day) in addition to the normal lease period.

G. INDEMNIFICATION

- 1) **Indemnification:** The Concessionaire agrees at all times during the term of this contract to indemnify, hold and save harmless, the Town of Nantucket and the Town of Nantucket and its officials, employees and agents from and against any and all action or causes of actions, claims, demands, liabilities, losses, damages or expense of whatsoever kind and nature including all legal costs arising out of or in connection with the operation and rental by Concessionaire of the premises or its performance or failure to perform or any provision of this contract.
- 2) **Waiver of Rights of Recovery:** The Concessionaire also agrees to waive all rights of recovery it may have against the Town of Nantucket and the Town and County of Nantucket for any loss to property or person for which the Concessionaire is insured.

H. TOWN OF NANTUCKET OBLIGATIONS

The Town of Nantucket agrees to the following:

- 1) **Repairs:** To make exterior and structural repairs to the premises subject to funding by Town Meeting. This would include Boardwalk/Mobility Mat repair, parking lot maintenance, bike rack maintenance and safety inspections (with 24-hour notice to the Concessionaire). The Town of Nantucket is also responsible for sewer and water lines, repair of plumbing and wiring faults due to normal use, recreational equipment, as well as providing trash barrels during occupancy period.
- 2) **Special Events:** To inform the Concessionaire of any and all special events taking place on the premises.
- 3) **Improvements:** Any improvements or replacement of equipment made to the premises at the Town of Nantucket's expense will become the property of the Town of Nantucket.

Waiver of Liability

- 1) **Town of Nantucket's Obligation:** Except as a result of its failure to perform the obligations specifically provided herein within a reasonable period after receipt of written notice thereof, the Town of Nantucket shall not be liable to the Concessionaire for any injury or damage to the Premises or to any property of the Concessionaire or to any property of any third person, firm, association or corporation on or about the Premises.
- 2) **Beach Use:** Operation of the Premises by the Concessionaire is independent of the operation of the beach. The Town of Nantucket of Town may from time to time close the beach, acting

in the public's interest or in the interest of the State and Federal regulations and guidelines set in place for the protection of listed species. The Town of Nantucket shall not be financially or otherwise liable to the Concessionaire or to the Concessionaire or its agents for any such closure, and such closure shall not change the Concessionaire's obligations as detailed elsewhere in this lease.

I. DEFAULT, DETERMINATION & REMEDIES

- 1) **Events of Default.** The occurrence of any of the following shall constitute an Event of Default by the Concessionaire hereunder:
- 2) **Failure to Make Payment.** The Concessionaire shall default in the payment of any installment of rent, utility, fee, or other sum herein specified on or before the date such payment is due; or
- 3) **Failure to Operate in the Public Interest or to Fulfill Other Non-Monetary Terms:** The Town of Nantucket determines that the Concessionaire has failed to operate the Premises in the best interest of the Town and/or has failed to operate in accordance to the guidelines set for the management/protection of the State and Federally listed species, or the Concessionaire shall default in the observance or performance of the Concessionaire's non-financial covenants, agreements or obligations hereunder, and such default shall not be corrected within twenty (20) days after written notice thereof; or
- 4) **Bankruptcy.** The Concessionaire shall be declared bankrupt or insolvent according to the law, or, if any assignment be made of the Concessionaire's property for the benefit of creditors.
- 5) **Termination.** Upon the occurrence of any Event of Default hereunder, the Town of Nantucket shall have the right thereafter, in its discretion, to re-enter and take complete possession of the Premises, to declare the term of this Agreement ended, and to remove the Concessionaire's effects, without prejudice to any remedies which might otherwise be used for arrears of rent or other default.
- 6) **Remedies.** The Concessionaire shall indemnify the Town of Nantucket against all loss of rent and other payments which the Town of Nantucket may incur by reason of such termination during the residue of the term. If the Concessionaire shall default (after reasonable notice thereof in the case of non-monetary default) in the observance or performance of any conditions or covenants on Concessionaire's part to be observed or performed under or by virtue of any of the provisions in any article of this lease, the Town of Nantucket, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the Concessionaire. If the Town of Nantucket makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of the Prime Rate plus two percent (2%) per annum and costs, shall be paid to the Town of Nantucket by the Concessionaire as additional rent.

“Prime Rate” shall be the interest rate published from time to time in the Wall Street Journal as the prime rate charged by the US money center commercial banks.

J. GENERAL PROVISIONS

- 1) **Late Charges.** A late charge of three percent (3%) of any amount due and unpaid fifteen (15) days after due date shall be added to the amount due from Concessionaire and a finance charge of one point five percent (1½%) per month will be added to all amounts remaining unpaid thirty (30) days after the date the amount was originally due, such charge constituting a charge equal to eighteen percent (18%) per annum.
- 2) **Compliance with M.G.L. Ch. 7.** The Concessionaire covenants and agrees that it will comply with the requirements of M.G.L. Ch. 7, § 40J, including but not limited to, the filing with the Massachusetts Executive Office for Administration and Finance, Division of Capital Asset Management of a disclosure statement in connection with the disposition of an interest in real property by the Town of Nantucket. A copy of the Disclosure Statement is attached hereto.
- 3) **Independent Concessionaire Relationship.** There is no relationship of joint venture, partnership, employment or agency between the Town of Nantucket, on the one hand, and the Concessionaire on the other, and neither party shall have nor exercise any control or direction over the method by which the other performs its work or functions, aside from such control or direction as provided in this Agreement, which the parties view as consistent with their independent Concessionaire relationship.
- 4) **Binding Obligations, Related Obligors.** It is further intended by the Concessionaire and its principals as a condition to this Agreement, that any corporations or other entities which control or are under direct or indirect common control of or with the Concessionaire or which may otherwise be reasonably considered to be a part of its operating business, shall be jointly and severally liable with the Concessionaire for its liabilities as a party to the Town of Nantucket hereunder.
- 5) **Successors and Assigns; No Right to Assign.** Concessionaire shall have no right to assign this Agreement or the rights granted hereby with respect to the Premises, or otherwise delegate any of its duties hereunder without the prior written consent of the Town of Nantucket, which may be withheld at the sole discretion of the Town of Nantucket. Any such attempted disposition without the consent of the Town of Nantucket in writing shall be null and void and of no force and effect. The terms, covenants and agreements herein contained shall be binding upon and shall insure to the benefit of the permitted successors and assigns of the respective parties hereto.
- 6) **Decisions by the Town of Nantucket.** Except as otherwise expressly provided in this Agreement, any decision or action taken by the Town of Nantucket relating to this Agreement or its operation or its termination shall be made by a majority vote of the Board of Selectmen. Responsibilities to monitor obligations shall be undertaken by the Procurement Office.

- 7) **Notices.** All notices required or permitted to be given to Town of Nantucket or Concessionaire shall be in writing and shall be given personally, or sent by certified mail return receipt requested, addressed to such party at its latest address of record. Notices to and payments to the Town of Nantucket shall be addressed to the Town of Nantucket at its offices, Two Bathing Beach Road, Nantucket, MA 02554 and notices to the Concessionaire addressed to it at its principal business address, which Concessionaire represents as appearing on the first page of this Agreement, or to such other addresses as the parties may designate to each other by such notice from time to time.
- 8) **Governing Law.** This Agreement is governed by the laws of the Commonwealth of Massachusetts. In any controversy, litigation or action arising hereunder, each party, including successors and assigns, irrevocably consents to the jurisdiction of the courts of Massachusetts, agrees that venue shall be proper only there; and waives personal service of any summons, complaint or other process and agrees that service thereof may be made in the manner of other notice given hereunder.
- 9) **Entire Agreement; Amendment Interpretation.** This Agreement and the specifications advertised by the Town of Nantucket constitute the entire agreement between the parties superseding all prior or contemporaneous oral or written understandings. No amendment or other modification of the terms of the Agreement shall be binding unless in writing, and duly executed by the parties hereto. No waiver of default by either party of any of the terms, covenants, and conditions of this Agreement shall be deemed continuing or extending beyond the terms specifically waived in writing. If any provision of this Agreement shall be held unlawful, invalid, or unenforceable, the remainder of the Agreement shall not be affected thereby. Paragraph headings contained herein are for reference only and are not intended to define or limit the scope of any provisions of this Agreement.

K. OTHER CONCESSIONAIRE'S OBLIGATIONS

- 1) **Keys.** Provide keys to the Town for all locked areas within the Premises.
- 2) **Non-Emergency Repairs.** Concessionaire shall request prior written approval from the Town for any non-emergency repairs to be made to the Premises at Concessionaire's expense. If the work is scheduled between April 15th and Labor Day, the Town must also sign off on any non-emergency repairs. Pending the status of the State and Federally listed species and the description of the non-emergency repairs, the Concessionaire may be required to hire monitor(s) through the Endangered Species Program to be present during the approved repairs.
- 3) **Emergency Repairs.** Any emergency repairs Concessionaire will confirm in writing; responsibility for payment of such repairs will be determined in accordance with the terms herein. If the work is scheduled between April 15th and Labor Day, the Town must also sign off on any emergency repairs. Pending the status of the State and Federally listed species and the description of the non-emergency repairs, the Concessionaire may be required to hire monitor(s) through the Endangered Species Program to be present during the repairs.

- 4) **Accidents.** Concessionaire shall report any emergencies, accidents or incidents that occur within the Premises to the Town in a timely manner. Exhibit E

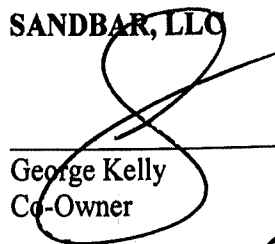
IN WITNESS WHEREOF, the parties shall in good faith negotiate the terms and conditions of the Lease in accordance with the terms contained in this term sheet as well as all customary and usual lease provisions.

TOWN OF NANTUCKET



C. Elizabeth Gibson
Town Manager

SANDBAR, LLC



George Kelly
Co-Owner



Nicholas Nass
Co-Owner

MUNIS Org/Obj (Revenue Account):

Approved:



Brian Turbitt,
Director of Municipal Finance



TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. 62C, Sec.49A, the undersigned certifies under the penalties of perjury that it, to the best knowledge and belief of management, has filed all state tax returns and paid all state taxes required under law (if any, are so required).

By: George Kelly

Name, President

7/12/21

Date

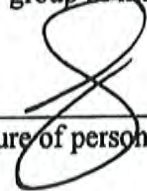
21 378 4348

FEIN:



CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.



Signature of person signing contract

SANDBAR ACK LLC

Name of Business

EXHIBIT A

CONTRACTOR, SCOPE OF WORK, TERM

1. **Name of Contractor:** SandBar ACK, LLC. d/b/a Sandbar at Jetties Beach
2. **State of Incorporation:** Massachusetts
3. **Principal Office Address:** SandBar ACK, LLC
29A South Shore Road
Nantucket, MA 02554
4. **Description of Services (§2.1):** Jetties Beach Concession and Retail Shop lease as described herein
5. **Person, Department, or Committee, if any, to whom CONTRACTOR reports (§ 2.2):**

For Lease Terms and General Oversight: Chief Procurement Officer
For Facility Matters: Facilities Manager
For Beach and Endangered Species Matters: Natural Resources Coordinator
6. **Term of Agreement (§3.1):**

Five-year lease (January 1, 2022 through December 31, 2026)
7. **Completion Date (§3.2):** December 31, 2026
8. **Additional Insurance Coverage (§6.2(e)):**

EXHIBIT B

LEASE PAYMENTS

1. Lump Sum Method

a. **Maximum Lease Amount:** \$750,745.22

b. **Payment Increments:**

July 1, 2022:	\$70,000.00
August 1, 2022:	\$70,000.00
July 1, 2023:	\$72,450.00
August 1, 2023:	\$72,450.00
July 1, 2024:	\$74,985.75
August 1, 2024:	\$74,985.75
July 1 2025:	\$77,610.25
August 1, 2025:	\$77,610.25
July 1, 2026:	\$80,326.61
August 1, 2026:	\$80,326.61

c. **Monthly Sales Percentage Over \$1,000,000 Gross Sales:**

2022:	5.5%
2023:	6.0%
2024:	6.5%
2025:	7.0%
2026:	7.0%

d. **Reimbursable Expenses** (if any): None.



EXHIBIT C

JETTIES BEACH & PAVILION – BEACH EVENT FORM

One of these forms must be completed and submitted to the Natural Resources Department for each event; either before the initial May 15th deadline or directly after any event at Jetties Beach has been scheduled. Failure to do so may result in the loss of Jetties Beach use for future events. It is required by the state that the Town of Nantucket implement a Beach Management Plan, including an Endangered Species Program, to protect both state and federally listed species. The following information will be required for any event held within proximity of any state or federally listed species habitat, nesting adults, juvenile chicks, and or unfledged chicks. Each event must hire endangered species monitor(s) through the Town to be present during the event and, if necessary, during the set up and removal of any tent(s), tables, floors and etc. There will be a ***\$15/hr fee (per monitor)**** for any additional use of the monitors outside of their scheduled times, usually 8am-6pm. If needed, alterations may be made to this information within 48 hours of the event.

BASIC INFORMATION

Location of Event:		Type of Event:
Date of Event:	Time of Event (start-finish):	Number of Expected Guests:

TENT INFORMATION

Is a Tent being used; if yes what Company? ☐ No ☐ Yes, _____		Contact person of Tent Company and Phone Number:
If yes to tent:	Date to set up Tent:	Time to set up Tent:
	Contingency date to set up Tent:	Contingency time to set up Tent:
	Date to remove Tent:	Time to remove Tent:
	Contingency date to remove Tent::	Contingency time to remove Tent::

FLOOR INFORMATION

Is a Floor being used; if yes what Company? ☐ No ☐ Yes, _____		Contact person of Floor Company and Phone Number:
If yes to Floor:	Date to set up Floor:	Time to set up Floor:
	Contingency date to set up Floor:	Contingency time to set up Floor:
	Date to remove Floor:	Time to remove Floor:
	Contingency date to remove Floor::	Contingency time to remove Floor::

MUSIC INFORMATION

Is there going to be Music? ☐ No ☐ Yes		If yes by whom/what type?	Contact name & information for Music:
If yes to Music:	Sound Check Date:	Sound Check Time:	

CATERING INFORMATION

Is it Catered? ☐ No ☐ Yes		If yes, by whom?		Contact Number:
If yes to Caterer	Number of Caterers Staff:		Set up time:	Take down time:
	Are there going to be other structures used at the event, if yes what type (tables, chairs, generators, etc.) and how many? ☐			
☐ ☐ ☐ No ☐ Yes, _____				

REMINDER: A THOROUGH CLEAN UP PLAN IS REQUIRED FOR EVERY EVENT!

Note: Monitors are usually scheduled to be on the beaches from 8:00am to 6:00pm 7 days a week. It is suggested that any preparations for the event, such as tent erection, be done between the hours when monitors are scheduled to be present on the beach. Anything before or after these hours will be ***\$15 per hour/per monitor****, and will be charged to the event. No event, or setting up/taking down of an event, can take place without a monitor present first. Be sure to contact the Beach Manager beforehand to be sure the appropriate people will be present.

CONCESSIONAIRE: _____ DATE: _____ NATURAL RESOURCES: _____ DATE: _____

* This figure is subject to change at the Annual Town Meeting.



EXHIBIT D
Nantucket Endangered Species Program
Beach Event Detail

Employer-Billing Information
Event/Detail Information

Type of Detail: (Wedding, Cocktail Party, Cookout, etc)		Location:	
Date of Detail:	Detail Start Time:	Detail Finish Time:	
Total Hours to be Invoiced:	Detail Rate*:	Total Due**:	
Name of Company/Person to be Invoiced for Detail:			
Name of Contact if Different From Above:			
Billing Address:			
City, State and Zip Code:			
Federal Tax ID Number/SSN:			
Has Company/Person Previously Hired a Detail Beach Monitor?: Y N			
<i>* Detail/Seasonal Rates may vary annually per Annual Town Meeting vote. Please check with the Natural Resources Department for current rates.</i>			
<i>**The Town of Nantucket applies a 10% Administration Surcharge and a Medicare Surcharge of 1.45% on all Details. This will be added to the Total Due.</i>			

Beach Monitor Approval

Approved By:	Date:
Monitor Assigned:	



EXHIBIT E

Beach and Concession Incident Report Form

INSTRUCTIONS:

1. This Form should be completed by the Concessionaire and representatives from the Natural Resources Department and the Town of Nantucket when s/he or his/her employees are involved with an incident in the vicinity of the Concession or Jetties Beach.
2. Keep a copy for your records and submit the original Form to the Town of Nantucket.

GENERAL INSTRUCTIONS

Name of Individual Involved in Incident (one Form per Individual):		
Address:		
Home Phone:	Work Phone:	Email:
Date and Time of the Incident:		
Exact Location of the Incident:		
Witness Name:	Witness Phone Number:	Other Contact Information:

INCIDENT

Briefly describe the incident; give as many details as possible. Identify others involved:
Describe any immediate action taken and by whom:
Were Public Safety Officials Contacted/Involved: Lifeguard NPD NFD NRD USF&W EPO DPW Other: _____
Contact Person at Official Agency:
Is there a Case/Incident Number: #

Beach and Concession Incident Report Form Continued

DAMAGE OR THEFT

Exact description of damage or loss:

Describe the Property/Location in detail:

First noticed by whom?:

Phone Number:

ADDITIONAL INFORMATION

Person completing this report:

Phone number:

Email:

Additional information:

I attest that the information given on this Form is accurate to the best of my knowledge

Signature

Date

EXHIBIT F

JETTIES BEACH CONCESSION AREA

The Concession premises (hereinafter called the Premises) shall include the Concession building and the Retail/Bathhouse and the tent function area; beginning at the corner of the concession deck closest to the Parking lot walking approximately 180' perpendicular towards the ocean at that point turning West, parallel to the Ocean, walking approximately 100' thence turning South heading approximately 180' to the corner to Bathhouse squaring off the parameters of the tent function area, as shown in Exhibit "F".

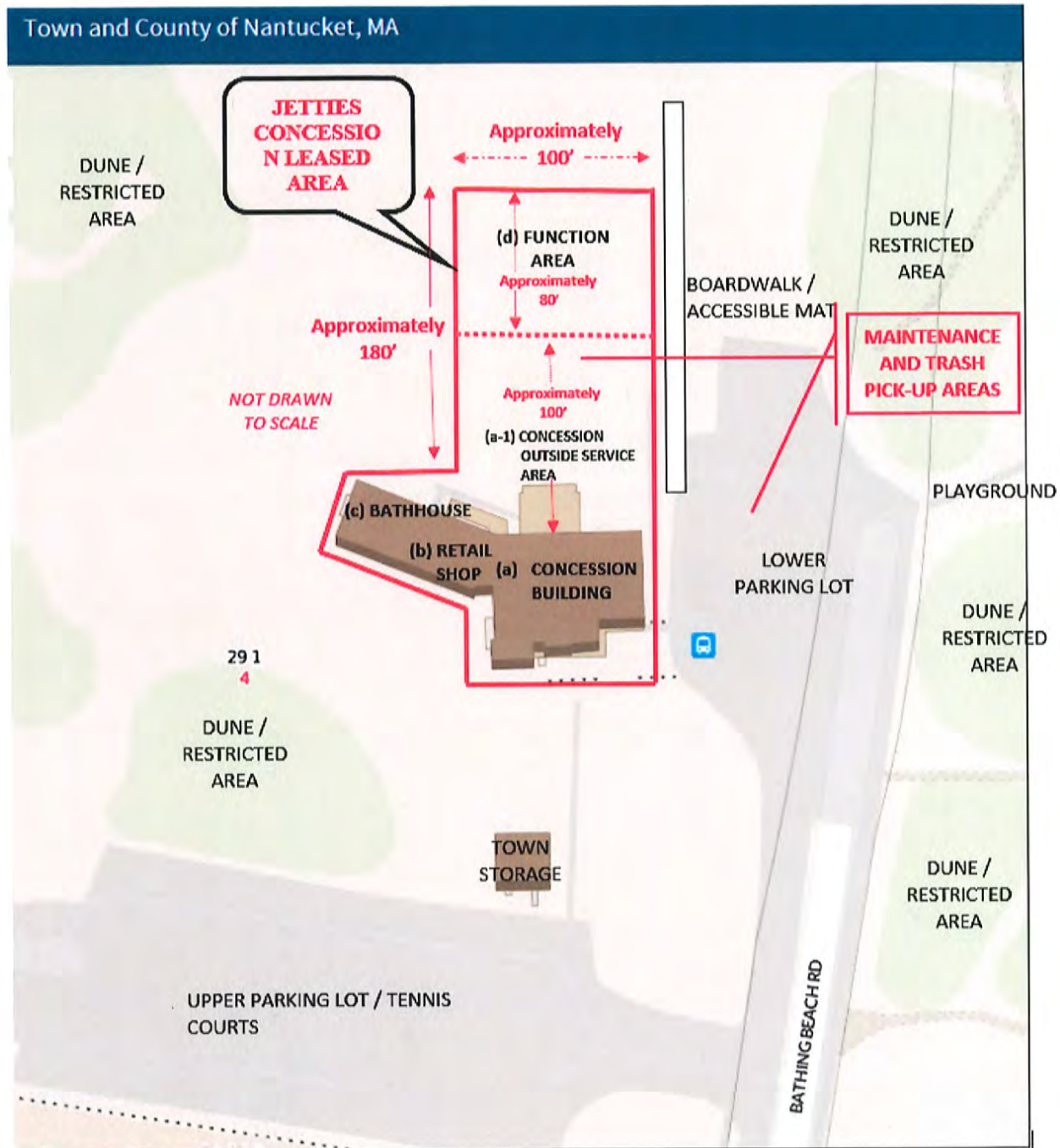


EXHIBIT G
JETTIES BEACH CONCESSION
ASSET LIST STATEMENT
(as of April 2021)

ALL TOWN-OWNED CONCESSIONS:

General Maintenance:

- All equipment is cleaned, oiled and maintained to manufacturer's specifications as needed, i.e. fryolator and grills.
- Concessionaire responsible for light maintenance for screens, screen doors and windows.
- See *Exhibit A, Section II – Premises Maintenance, Custodial and Litter* for additional equipment and facility maintenance information.

End of each season:

- Hoods and fans are cleaned. Hood fan wrapped for winter.
- Grease traps are emptied.
- Walls and floors are scrubbed to remove all grease.
- Nothing is to be stored under concession buildings.
- Nothing is to be left outside, i.e. ice machine and bins
- Concessionaires meet with Town designee to go over Premises and review repairs, upgrades or items to be addressed prior to next season.

JETTIES BEACH CONCESSION:

The Jetties Beach Concession consists of the following Town owned assets (See *Exhibit F – Jetties Beach Concession Lease Area*):

Concession Building – Building 1 – Concession: Two story, wood framed, non-insulated structure on pier type foundations, with water, sewer, electrical and fire alarm system services.

○ First Floor

- Kitchen area (10' x 40") complete with:
 - 1 Large walk-in cooler (10' x 6') with an outdoor condenser.
Concessionaire is responsible for starting it up for the season and for properly closing it down after the season is over.
 - 1 Vent hood (12 ft.) and exhaust fan over a grill/frying area.
Concessionaire is responsible for properly cleaning it each season and for cleaning any grease filters etc., as needed.
 - 1 Fire suppression system mounted to the Vent hood. Concessionaire is responsible for having it inspected annually and for any ongoing maintenance as necessary.
 - 1 kitchen scullery sink (3 bay) connected to the floor level grease trap.

- The concessionaire is responsible for emptying the grease trap as needed and for draining and cleaning at the end of each season.
- 1 set of kitchen ventilation/cooling fans with an open wall screened vent.. (Currently no AC in the building.) Concessionaire is responsible for cleaning and maintaining the fans on an as needed basis.
 - Currently kitchen is not plumbed for a dishwasher.
 - Gas lines extending from 3 - 420 lb LP tanks (located outside) and leading to the grill area under the vent hood. (Note: the 12 burner grill, fryolators, and charbroiler are owned by the current concessionaire)
 - 1 small, wall mounted hand washing sink (Stainless Steel)
 - Misc electrical outlets for convection ovens, steamer, freezers and coolers, etc. (Note: The convection ovens, freezers and coolers are all owned by the current concessionaire)
- Salad, Drink and Order Prep area (12' x 40') with:
 - 1 small, wall mounted, hand washing sink (Stainless Steel)
 - Take-out windows (2)
 - Electrical outlets over the door and take-out window for 2 Air-Doors. (Existing Air Doors are owned by the current concessionaire)
 - (Note: The several, various sized refrigerators, coolers and freezers located in the kitchen and the prep area, are all owned by the current concessionaire.)
 - Hot food transfer counter (from kitchen to order prep)
- Wood Roof covered deck area (14' x 55') with:
 - Outdoor bar, sink, cabinet and counter-top. (Bar stools and beer cooler are owned by the current concessionaire)
 - 1 small wall mounted, hand washing sink (Stainless Steel)
 - The existing 25 or so high top tables are owned by the current concessionaire as do the accompanying bar stools & chairs.
 - The three large ceiling fans are owned by the current concessionaire.
 - Gas line to service two space heaters. Note, existing space heaters are owned by current concessionaire.
 - Two ADA accessible restrooms are entered through this area. Note, the concessionaire is responsible for cleaning and maintaining these restrooms as well as stocking them with appropriate supplies. These restrooms are for both patrons of the restaurant and of the beach. They are to be opened during hours of concession operations or at least 9:00 am to 5:30 pm when concession is closed the second week of May through Columbus Day.
- Open deck area (1,350 ft²) with:
 - 18 picnic tables
 - Fixed wooden decking with wooden railing and posts
 - Note: the fabric awning and the associated metal framing previously covering the deck area was removed in April 2021 and not replaced.
- Second Floor
 - Office area (Note, office furnishings are owned by the current concessionaire).
 - Bedroom 1

- Bedroom 2
- Bathroom
- Open area for shelving storage

Concession Building - Building 2 – Retail Shop:

- Single-story, single-room wood frame, open construction retail space
- Retail Shop Area (Outfitted by the Concessionaire)

Concession Building - Building 3 – Bath House:

- Single story, wood frame, open construction bath house, with:
 - Public Restrooms
 - Outdoor showers on the beach side wall
 - Storage Rooms for concessionaire use
 - Washer and Dryer are property of current concessionaire
 - 4 chest style freezers are property of current concessionaire

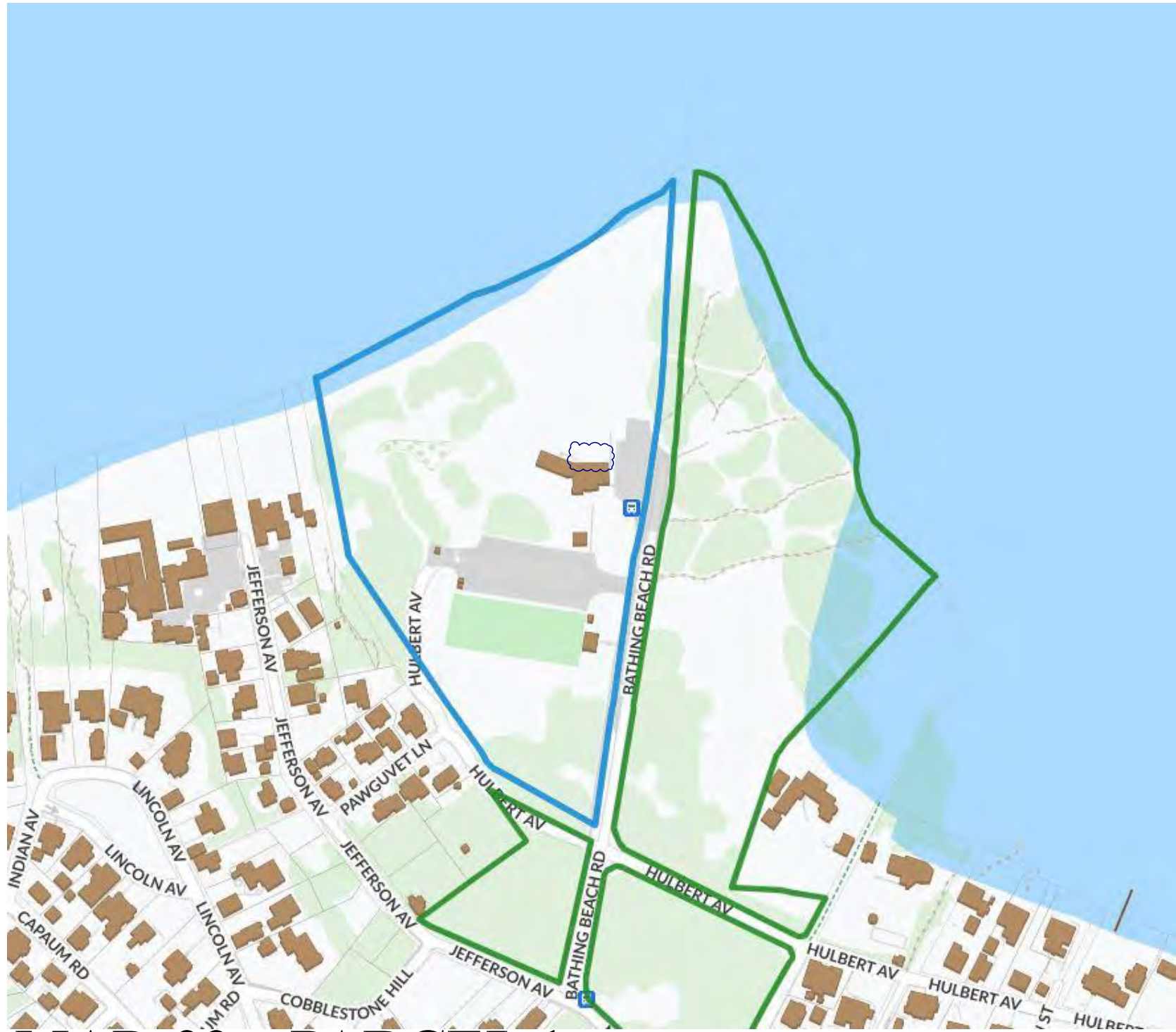
Building Surroundings:

- The concession has its own paved driveway with room to accommodate 2 vehicles, three roll-off dumpsters, three 420 lb propane tanks and a 6' x 8' plastic storage shed (owned by the current concessionaire)
- Leased Beach Area: The concession also has about 500 ft² of moveable boardwalk. They are built in sections that can be arranged in a variety of configurations to suit the concessionaire and are often configured to accommodate Concessionaire. The Town's Department of Public Works places the boardwalk sections in the spring and stores them in the fall. Public Works also maintain the boardwalk sections throughout the year.
- Electrical Service is the responsibility of the Concessionaire.
- Water Service
 - The Concession is serviced by Town water – Wannacomet Water Company.
 - Concessionaire is responsible for turning the water off at the end of the season (or the lease) and is responsible for all costs associated with that (plumber and water company charges, etc.) and for all water bills during the term of the lease.
 - Concessionaire is responsible for turning the water on at the beginning of each season (or the start of the lease) and is responsible for all costs associated with that (plumber and water company charges, etc). Coordination of these efforts is by the concessionaire.
- Sewer Service
 - The Concession is serviced by Town Sewer.

Miscellaneous Information of Note

With the exception of the fire alarm system, the concessionaire is responsible for arranging all necessary permits and inspections (equipment and/or facility) needed for him to operate his business in accordance with all of the applicable laws and ordinances. Concessionaire is also responsible for any costs associated with the permits, the inspections and with bringing everything into compliance.

Concessionaire is responsible for containing and properly disposing of all of his trash in the leased area, including the Lower Parking Lot (See Exhibit F).



MAP 29 PARCEL 1



EXISTING BUILDING PHOTOS



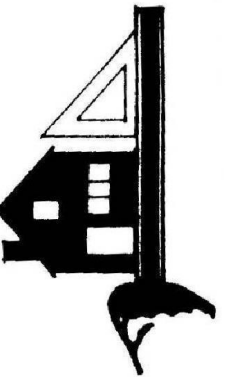
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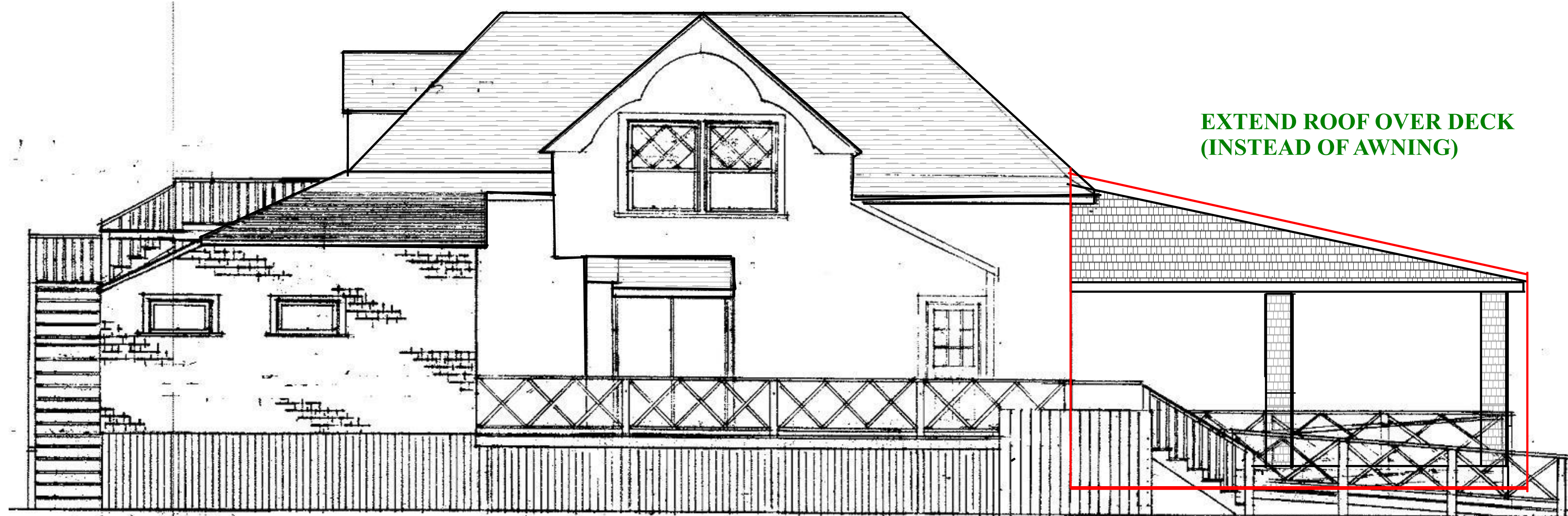
DRAWN BY: VO

DATE: 11-25-21

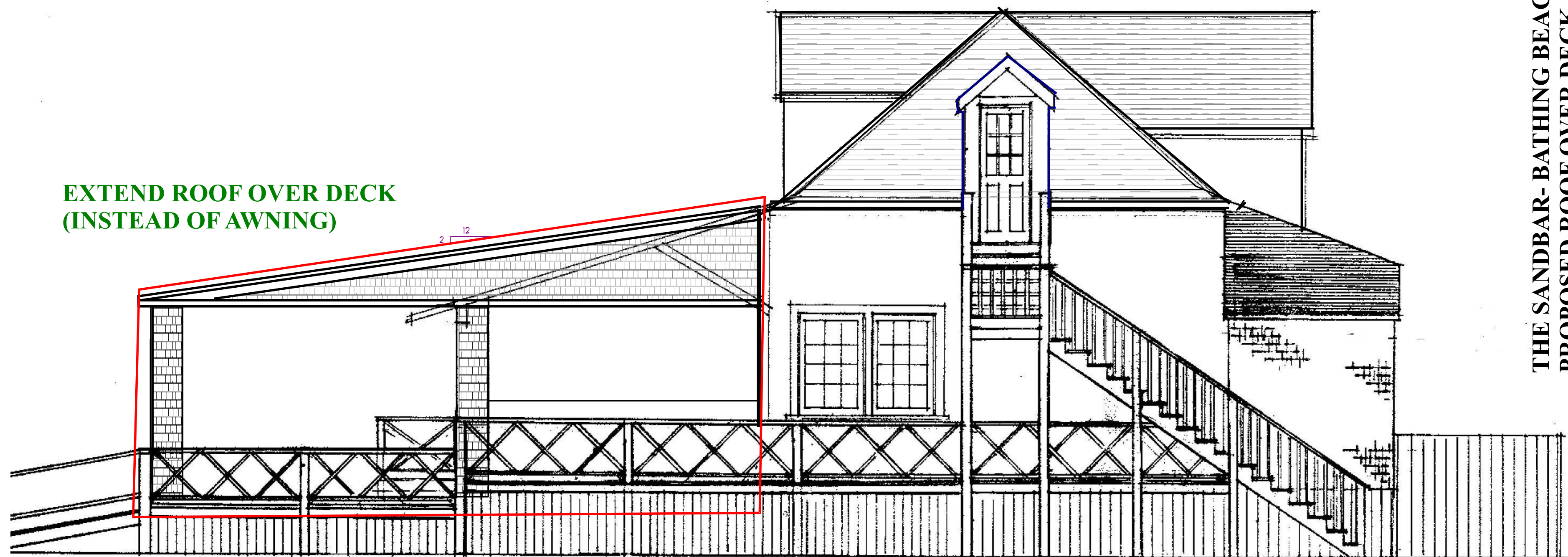
THE SANDBAR- BATHING BEACH RD
PROPOSED ROOF OVER DECK

VAL OLIVER DESIGN INC
PO BOX 3057
NANTUCKET, MA 02584





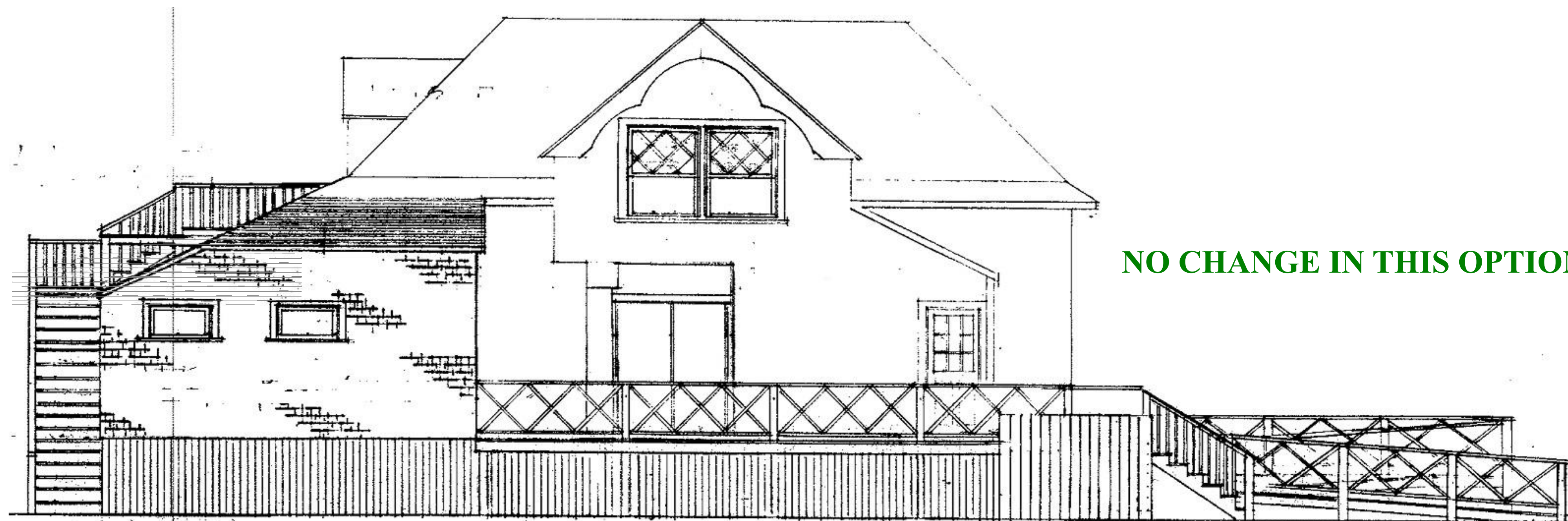
S O U T H E L E V A T I O N



W E S T E L E V A T I O N

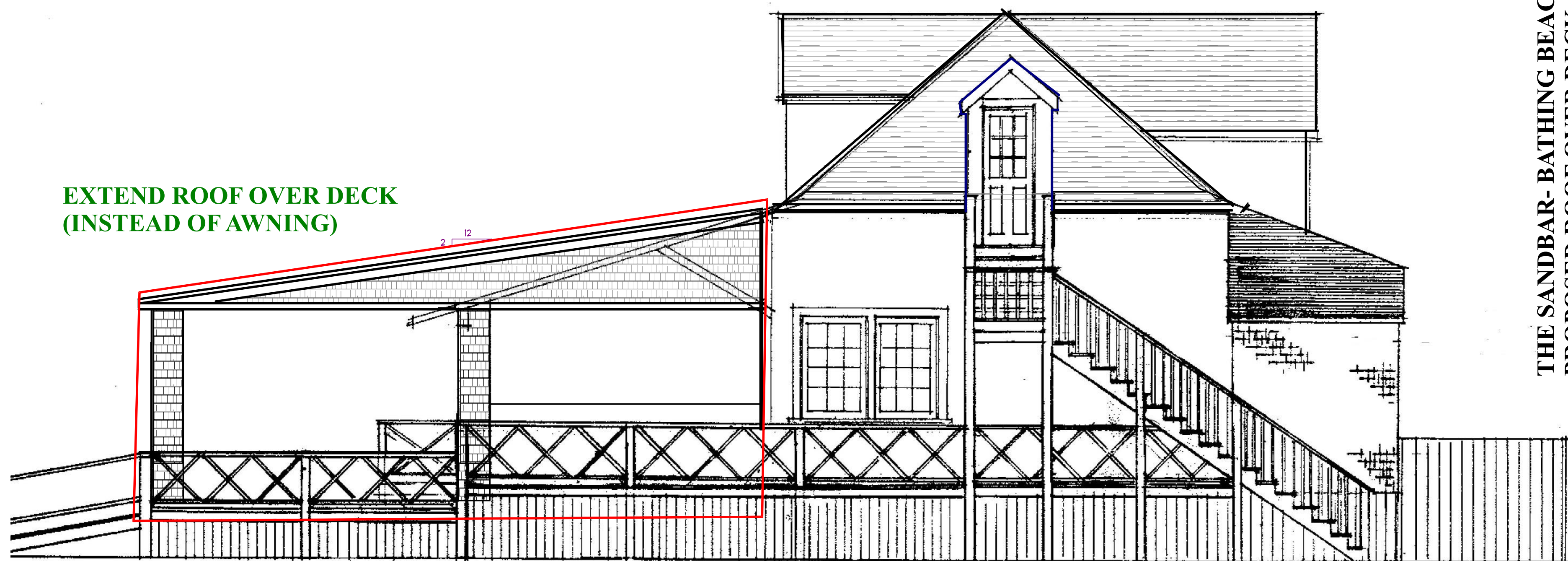
THE SANDBAR- BATHING BEACH RD
PROPOSED ROOF OVER DECK

OPTION #1
11-25-21



NO CHANGE IN THIS OPTION#2

S O U T H E L E V A T I O N

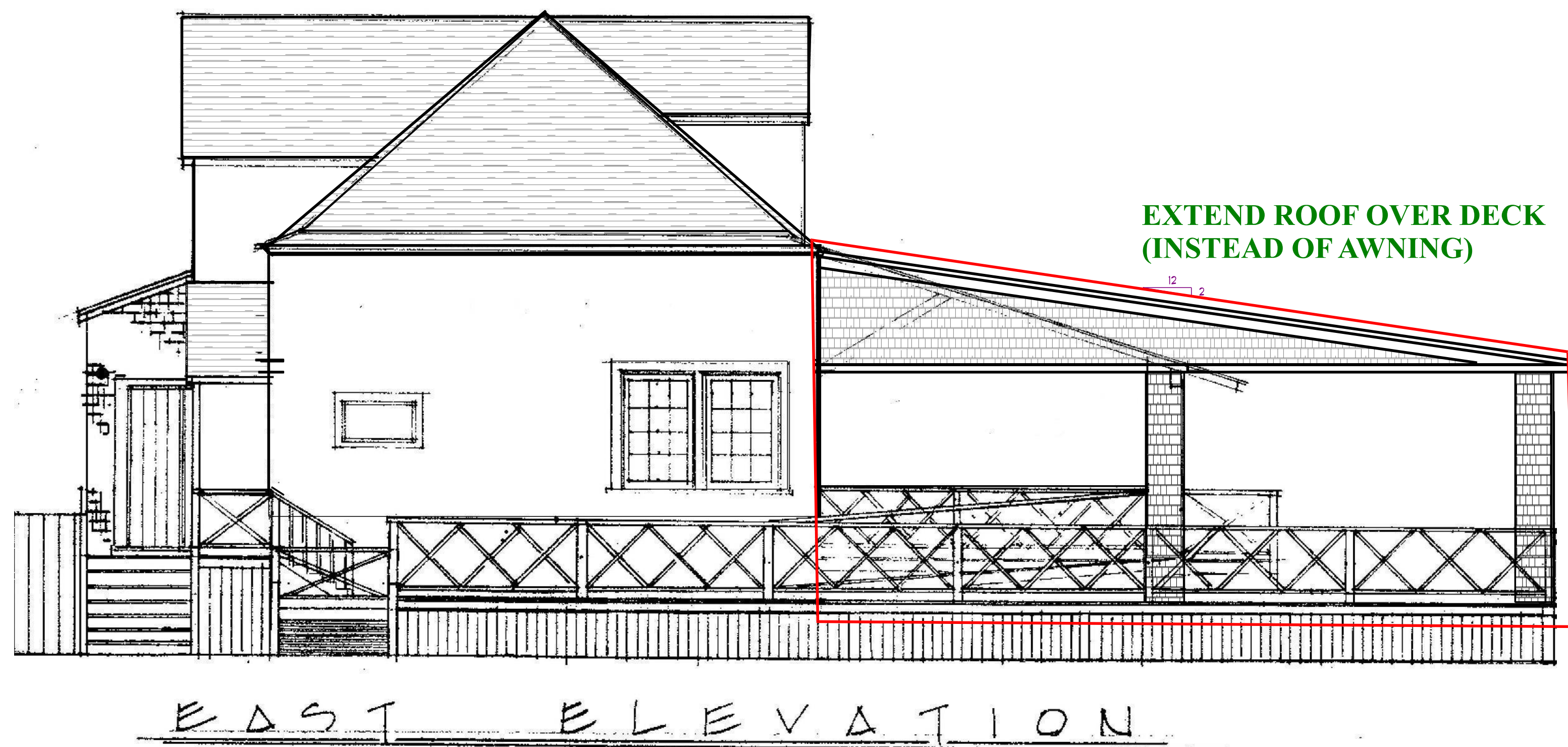
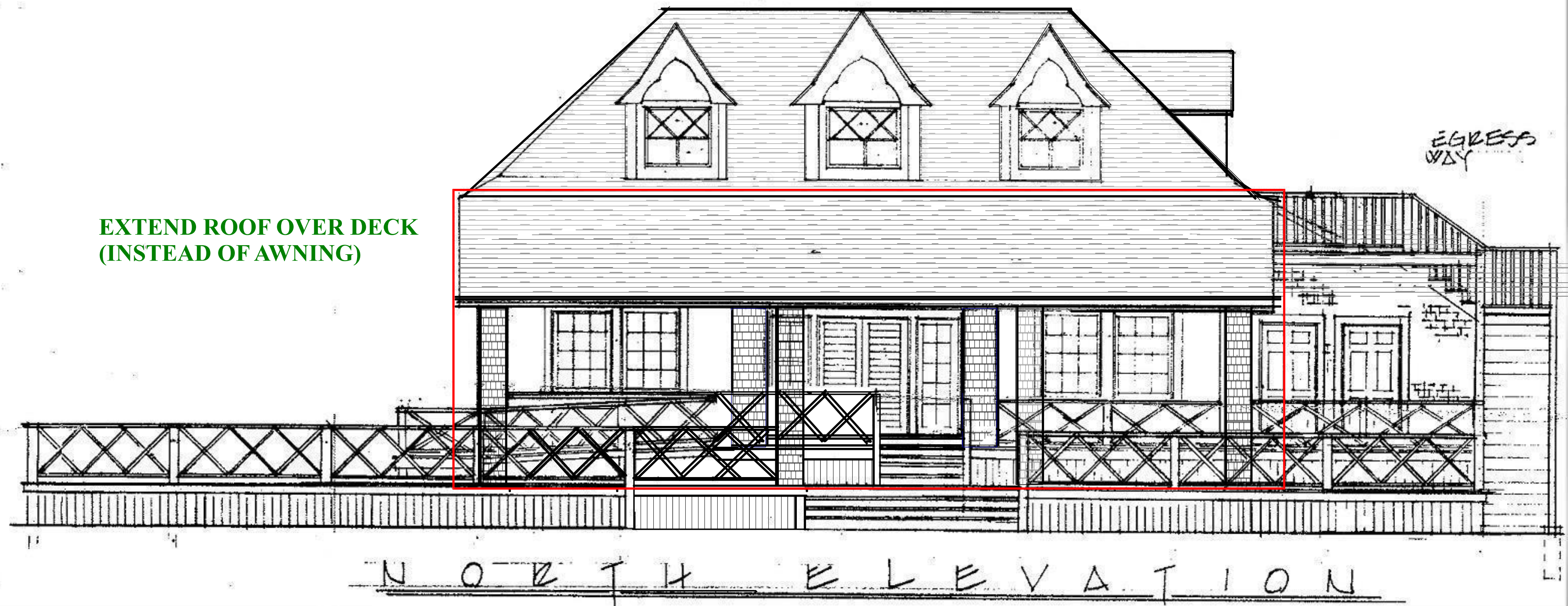


EXTEND ROOF OVER DECK
(INSTEAD OF AWNING)

W E S T E L E V A T I O N

THE SANDBAR- BATHING BEACH RD
PROPOSED ROOF OVER DECK

OPTION #2
11-25-21



THE SANDBAR- BATHING BEACH RD
PROPOSED ROOF OVER DECK

OPTION #2
11-25-21

Employee Recruitment, Retention and Position Vacancies

Human Resources

Amanda Perry



Recruitment Data

The Town maintains approximately 450 year-round permanent full time and part time staff, including Town and Enterprise Fund employees, excluding Nantucket Public Schools and Community School.

From July 1, 2019 to present, HR has managed the recruitment of 245 positions for Town Departments. This includes newly funded positions, vacancies due to retirement or resignations, and internal transfers.

***This number does not include HR onboarding and recruitment for seasonal positions annually from May through September, Nantucket Public Schools or Senior Tax Program Participants.*

Per a 2015 Study of the Human Resources Department, conducted by HR Alternatives & Emco Consulting, it was estimated that **1,200 people are provided services through the HR Department annually.**

For each position we track the following data:

- The total time from vacancy > advertisement > interview > offer > start date;
- The classification of each position and whether it is a new position or replacement;
- The number of postings required to fill a position;
- The number of applicants for each posting;

Recruitment Strategies

Social Media

Local News Outlets

Indeed

Career Fairs

Municipal Publications

Industry Specific Publications

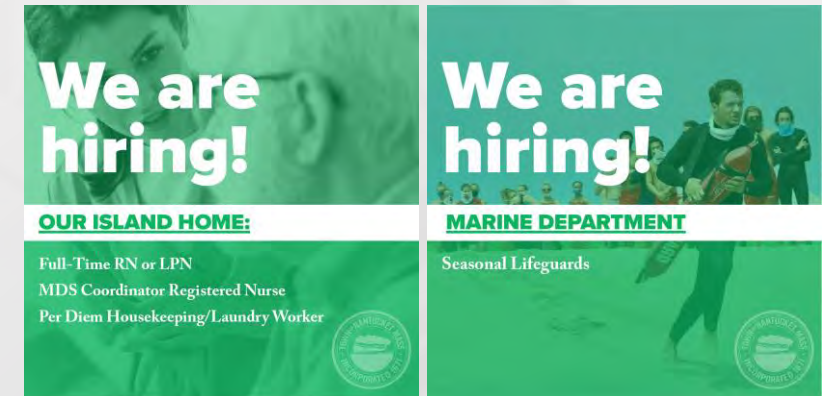
Internal Job Alerts

Word of Mouth

Town Manager Newsletter

Contracted Executive Recruiters

Career Management Systems



Current Retention & Recruitment Projects

- Compensation & Classification Study
 - Completion date estimated in FY23
- Succession Planning Study
 - Completion date estimated in FY22
- Collective Bargaining
- HR webpage redesign with Civic Plus & Public Outreach Manager
- NEOGOV: Applicant Tracking & Onboarding HRIS System
- Employee Housing Initiatives

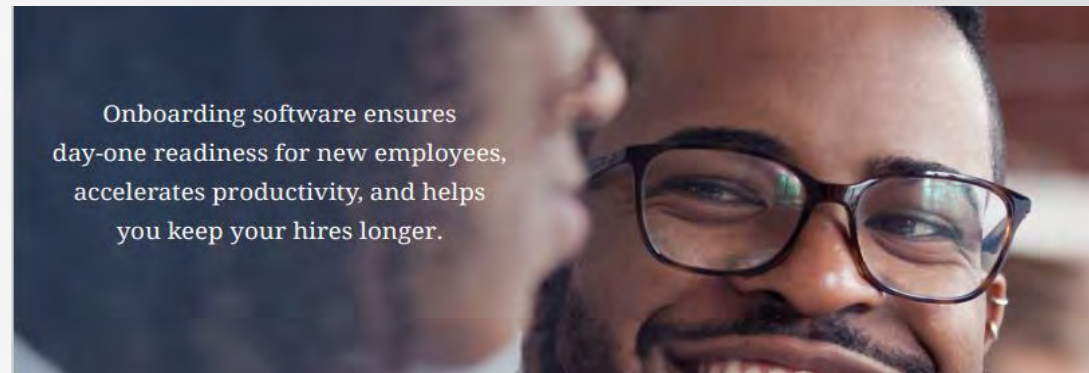
New HR Applicant Tracking Software: NEOGOV Insight & Onboard

- Applicant Self Service Portal: Allows Applicants to monitor where they are in the recruitment process;
- Applicant History: The platform maintains historical records of applications, allows HR to identify quickly if an applicant has applied for other Town jobs and also to do key word searches of applications received;
- Diversity, Equity & Inclusion: The service contains tools to redact personal identifiable information. Allows HR to set recruiting goals related to ethnicity, gender and veteran status of applicants;



New HR Applicant Tracking Software: NEOGOV Insight & Onboard

- Town Culture: HR will have the ability to share videos with applicants, to promote the Town's cultural values, including appreciation videos, DEI initiatives, SB Strategic Plan, Government 101;
- Total Compensation: New employees will be provided total compensation reports, including employer and employee contribution amounts for their insurance elections;



Retention:

An Organizations ability to retain qualified employees

- Years of Service recognition
- Retirement Pension
- Benefits Package: 90% employer sponsored health insurance
- Employment stability during economic volatility

5 Years



15 Years



40 Years





Vacancy Report

(as of February 4, 2022)

Town Administration:

- Assistant Town Manager

Finance Department:

- Administrative Assistant
- Tax Collector

Planning & Land Use Services (PLUS):

- Land Use Specialist
- Local Building Inspector (25 hours)
- Per Diem Building Inspector

Vacancy Report

(as of February 4, 2022)



Police Department:

- Police Officers
- Assistant Harbormaster

Fire Department:

- Fire Prevention Officer
- Firefighter/Paramedic
- EMS Training Officer



Vacancy Report

(as of February 4, 2022)

Our Island Home:

Full Time:

- Housekeeper
- Plant Supervisor
- MDS Coordinator (RN)
- RN (40hr) or LPN (40hr)

Per Diem:

- Per Diem Housekeeping/Laundry
- Per Diem RN



Vacancy Report

(as of February 4, 2022)

Department of Public Works:

- Facilities Maintenance Foreman
- Sr. Equipment Operator
- Maintenance Technician
- Permit Services Coordinator
- Office Administrator
- Take-It-Or-Leave-It (TIOLI) Attendant

QUESTIONS

Human Resources

Amanda Perry



BALLOT QUESTION – Charter Amendment

Shall the Town of Nantucket approve the charter amendment proposed by Town Meeting summarized below?

Yes: _____

No: _____

SUMMARY OF BALLOT QUESTION NO. 1:

Massachusetts General Laws, Chapter 43B, Section 10, allows Town Meeting to vote to amend the Town's Charter. On June 5, 2021, the Annual Town Meeting voted to adopt the Charter amendment. The vote on the motion pursuant to Article 96, as moved by the Finance Committee, was Yes: 668, No: 24, which passed by more than the necessary two-thirds vote. The Charter Amendment is conditioned upon the voters approving the same at this 2022 Annual Town Election.

The Proposal will amend section 2.5 of the Town Charter which currently requires that the Select Board publish the Town Meeting warrant with the recommendations of the Finance Committee by mailing a copy of such warrant to the address or postal box of each registered voter at least seven days prior to the Town Meeting. The amendment will increase the length of time for the mailing from seven to fourteen days.

A "YES" vote on this Ballot Question would be in favor of approving this amendment to the Charter.

A "NO" vote on this Ballot Question would be opposed to approving this amendment to the Charter.

COMMONWEALTH OF MASSACHUSETTS
TOWN OF NANTUCKET
REVISED
WARRANT FOR

ANNUAL TOWN ELECTION
Nantucket High School
Tuesday, May 10, 2022
7:00 AM - 8:00 PM

To the Constables of the Town of Nantucket:

GREETING:

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the inhabitants of the Town of Nantucket qualified to vote in Town affairs, to go to the Nantucket High School at 10 Surfside Road in said Nantucket, on

***TUESDAY, THE TENTH DAY OF MAY 2022
BETWEEN THE HOURS OF 7:00 AM and 8:00 PM***

for the following purpose:

To cast their votes in the Annual Town Election for the election of candidates for the following offices:

Moderator	One for a term of one year
Select Board	Two for terms of three years
School Committee	One for a term of one year
School Committee	One for a term of three years
Historic District Commission	Two for terms of three years
Nantucket Islands Land Bank Commission	One for a term of five years
Harbor and Shellfish Advisory Board	Three for terms of three years
Planning Board	One for a term of three years
Planning Board	One for a term of five years
Nantucket Board of Water Commissioners	One for a term of three years
Town Clerk	One for term of three years

And, to cast their vote as “YES” or “NO” on the following ballot questions:

Debt Exclusion: Design for New Our Island Home Facility

1. Shall the Town of Nantucket be allowed to exempt from the provisions of Proposition Two and One-half, so-called, the amounts required to pay for the bond issued in order to design a new Our Island Home facility to be located on Town-owned land currently leased to Sherburne Commons located at 40 Sherburne Commons Way including the costs of professional services for design, permitting, engineering,

materials, and other related professional services, and any other costs incidental and related thereto?

Debt Exclusion: Supplemental Appropriation for Replacement Harbormaster Facility

2. Shall the Town of Nantucket be allowed to exempt from the provisions of Proposition Two and One-half, so-called, the amounts required to pay for the bond issued in order to provide supplemental funding for the replacement of the Harbormaster Building at 34 Washington Street including the costs of professional services for design, permitting, engineering, construction, construction oversight, materials, and other related professional services, and any other costs incidental and related thereto?

Debt Exclusion: Repave Pleasant Street and Reconstruct/Improve Sidewalk(s)

3. Shall the Town of Nantucket be allowed to exempt from the provisions of Proposition Two and One-half, so-called, the amounts required to pay for the bond issued in order to repave Pleasant Street and reconstruct and/or improve the adjacent sidewalks including the costs of professional services for design, permitting, engineering, construction, construction oversight, materials, and other related professional services, and any other costs incidental and related thereto?

Debt Exclusion: Repairs to LORAN Barracks Facility

4. Shall the Town of Nantucket be allowed to exempt from the provisions of Proposition Two and One-half, so-called, the amounts required to pay for the bond issued in order to provide funding for repairs to the LORAN barracks facility located at 54 Low Beach Road, including the costs of professional services for design, permitting, engineering, hazardous materials removal, construction, construction oversight, materials, and other related professional services, and any other costs incidental and related thereto?

Debt Exclusion: Nantucket Public Schools Athletic Facilities

5. Shall the Town of Nantucket be allowed to exempt from the provisions of Proposition Two and One-half, so-called, the amounts required to pay for the bond issued in order to provide funding for the construction of athletic facilities and associated appurtenances at the Nantucket Public School campuses, including the costs of professional services for design, permitting, engineering, construction, construction supervision, materials, and other related professional services, and any other costs incidental and related thereto?

Debt Exclusion: Central Municipal Facility/2 Fairgrounds Road

6. Shall the Town of Nantucket be allowed to exempt from the provisions of Proposition Two and One-half, so-called, the amounts required to pay for the bond issued in order to design a central municipal facility at property owned by the Town at 2 Fairgrounds Road including the costs of professional services for design, permitting, engineering, and other related professional services, and any other costs incidental and related thereto?

Debt Exclusion: Construction of Town Employee Housing

7. Shall the Town of Nantucket be allowed to exempt from the provisions of Proposition Two and One-half, so-called, the amounts required to pay for the bond issued in order to provide funding for the construction of town employee housing located at Town-owned property at Fairgrounds Road/Waitt Drive, including the costs of professional services for design, permitting, engineering, construction, construction oversight, materials, and other related professional services, and any other costs incidental and related thereto?

Debt Exclusion: PFAS Soil Investigation

8. Shall the Town of Nantucket be allowed to exempt from the provisions of Proposition Two and One-half, so-called, the amounts required to pay for the bond issued in order to undertake an investigation of the presence of Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS) and other related contaminants in soil and other areas at various locations throughout the Island, including the costs of professional services for design, permitting, engineering, materials, and other related professional services, and any other costs incidental and related thereto?

Debt Exclusion: Acquisition of 10-12 Washington Street

9. Shall the Town of Nantucket be allowed to exempt from the provisions of Proposition Two and One-half, so-called, the amounts required to pay for the bond issued in order to purchase the property located at 10-12 Washington Street and any other costs incidental and related thereto?

Debt Exclusion for Affordable Housing

10. Shall the Town of Nantucket be allowed to exempt from the provisions of Proposition Two and One-half, so-called, the amounts required to pay for the bonds issued in order to pay costs of acquiring existing properties for affordable housing purposes, which may include an affordable rental program, and also for the acquisition of interests in and/or deed restrictions on properties for affordable housing purposes, including the payment of all costs incidental and related thereto?

Capital Outlay Exclusions

11. Shall the Town of Nantucket be allowed to assess an additional \$1,176,000 in real estate and personal property taxes for the following purposes in the amounts as follows for the fiscal year beginning July 1, 2022?

<i>Department</i>	<i>Purpose</i>	<i>Amount</i>
Fire	Replacement of Self-contained Breathing Apparatus Equipment	\$105,000
Fire	Replace Utility Vehicle	75,000
Fire	Utility All-Terrain Vehicle	50,000
Natural Resources	One (1) Replacement Vehicle; One (1) New Vehicle	100,000
Health & Human Services	One (1) Replacement Vehicle; One (1) New Vehicle	100,000

Solid Waste	Replacement Administrative Vehicle	40,000
Public Works	Replacement of Two (2) Small Pick-up Trucks	96,000
Public Works	Replacement of Skid Steer Loader	72,000
Public Works	Replacement of F-350 Pick-up Truck	68,000
Public Works	Replacement of F-550 Pick-up Truck	80,000
Public Works	"Forestry Package" for Cat Skid Steer	50,000
Public Works	Replacement of Tandem Vibratory Roller	50,000
Public Works	New Mechanic's Utility Vehicle	120,000
Public Works	New Mini Sweeper	120,000
Public Works	New Park & Recreation Vehicle	50,000
	<i>Total Capital Exclusion:</i>	<i>\$1,176,000</i>

Charter Amendment

12. Shall the Town of Nantucket approve the charter amendment proposed by Town Meeting summarized below?

SUMMARY OF BALLOT QUESTION NO. 12:

Massachusetts General Laws, Chapter 43B, Section 10, allows Town Meeting to vote to amend the Town's Charter. On June 5, 2021, the Annual Town Meeting voted to adopt the Charter amendment. The vote on the motion pursuant to Article 96, as moved by the Finance Committee, was Yes: 668, No: 24, which passed by more than the necessary two-thirds vote. The Charter Amendment is conditioned upon the voters approving the same at this 2022 Annual Town Election.

The Proposal will amend section 2.5 of the Town Charter which currently requires that the Select Board publish the Town Meeting warrant with the recommendations of the Finance Committee by mailing a copy of such warrant to the address or postal box of each registered voter at least seven days prior to the Town Meeting. The amendment will increase the length of time for the mailing from seven to fourteen days.

A "YES" vote on this Ballot Question would be in favor of approving this amendment to the Charter.

A "NO" vote on this Ballot Question would be opposed to approving this amendment to the Charter.

Hereof fail not and make due return of this Warrant with your doings thereon to the Town Clerk at the time and place of meeting and election aforesaid.

Given under our hands this 9th day of February in the year Two Thousand Twenty-two.

Jason M. Bridges, Chair

Dawn E. Hill Holdgate, Vice Chair

Matthew G. Fee

Kristie Ferrantella

Melissa K. Murphy

SELECT BOARD OF NANTUCKET, MA

Pursuant to Chapter 39, section 10 of the General Laws of the Commonwealth and the Revised Election Warrant of February 9, 2022 I have notified and warned the inhabitants of the Town of Nantucket qualified to vote in Town affairs to appear at the times and place and for the purposes within mentioned by posting said notification on _____ at the Stop & Shop on Pleasant Street, the Town and County Building at 16 Broad Street; and upon the Bulletin Boards at the corner of Main and Federal Streets, and Siasconset Square.

Sworn to under pains and penalties of perjury,

Constable